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CURRENT TOPICS.

On Wednesday last Mr. Justice Kay did not sit in court, but devoted the whole day to disposing of a long list of matters in chambers. This precedent might well be followed by some others of the Chancery judges, and, if periodically adopted, would go far to expedite business and relieve the block in chambers, which, in some cases, is chronic.

An inconvenience relating to the hearing of Chancery appeals was brought to light on Thursday last, when there were consecutively in the list of Court of Appeal No. 1 four appeals from Mr. Justice Pearson. This arrangement of the list took away from the court of that learned judge all, or nearly all, of his leading counsel throughout the whole day, and caused considerable difficulty in both courts. It has been decided that, in future, appeals from Vice-Chancellor Bacon and Mr. Justice Pearson shall be placed alternately in the list of Court of Appeal No. 1, so as to obviate, as far as possible, the recurrence of the inconvenience experienced on Thursday.

There are divers rumours current with reference to the proposals likely to be contained in the forthcoming report of the Chancery Chambers Committee. We do not pretend to estimate the amount of foundation for these reports, or to be cognizant of the proceedings or resolutions of the committee on which the report will be based. But one of the most persistent of these rumours ascribes to the committee an intention to recommend the abolition of the practice of marking writs for the several judges of the Chancery Division, and a complete redistribution of business according to the several classes of applications to the court—for example, motions, petitions, adjourned summonses, further considerations, and actions for trial. It is also stated that it will probably be recommended that the Chancery judges shall sit in chambers in the same manner as the judges of the Queen's Bench Division. If these rumours have any foundation, the report of the committee will furnish matter for grave consideration, and it is to be hoped that an opportunity will be afforded for criticism by the representative societies of each branch of the profession before the recommendations are embodied in rules of court.

When we referred last week to the ridiculously small number of cases in which the powers of R. S. C., 1883, ord. 65, r. 11, had been put in force, we did not anticipate that another instance would speedily be added to the forlorn list. Mr. Justice Kay had before him on Monday last an administration suit which had been commenced, and the decree made, in 1873, while the certificate was not completed until last year, the delay being ascribed to the difficulty of ascertaining the members of the several classes of beneficiaries, who belonged to costermongers and other migratory classes. The learned judge is reported to have said that the "enormous delay" must be accounted for, and to have referred the matter specially to the taxing master, directing him to inquire into the cause of the delay, and to "make such disallowance of costs in respect thereof as he might think fit, and to call upon the solicitors engaged in the conduct of the case to show cause why such disallowance should not be made." It may, perhaps, be questioned whether this direction follows the power given by the rule, which is only to disallow costs which, by reason of undue delay in proceeding under a judgment or order, have "proved fruitless to the person incurring the same." And the power appears to be to refer the matter to "a taxing officer for inquiry and report." But we may, at all events, congratulate the profession on the fact that even Mr. Justice Kay does not think it expedient to exercise the very singular functions of combined accuser and instant judge, authorized to be exercised by the rule, but merely refers the matter to the taxing master. The learned judge's observation that "every day he received letters from parties who had been gravely injured by the delay which took place in the conduct of matters like this in the Chancery Division—letters begging and praying him to inquire into the matter, and to see how it was they were prevented from receiving their moneys by these delays in administration actions," prompts the suggestion that if Mr. Justice Kay would make inquiries he would find that solicitors, not less than suitors, have reason to complain, and do loudly complain, of these delays; and, perhaps, if the learned judge would pursue his investigations a little further, he might discover that it is not to the solicitors, but to the block in the Chancery Chambers that the delays are in most cases to be ascribed.

The Court of Appeal, in three considered and closely-argued, but oral, judgments in *Reg.* v. *Yates* has affirmed the decision (L. R. 11 Q. B. D. 750) of the majority of the Queen's Bench Division that the 3rd section of the Newspaper Libel and Registration Act, 1881—which enacts that "no criminal prosecution shall be commenced" in respect of a newspaper libel without the *fiat* of the Director of Public Prosecutions being first had—does not apply to prosecutions commenced by criminal information. The grounds of the decision were that, although the term "criminal prosecution" may, and ordinarily does, include a prosecution following upon a criminal information, yet that, if the including such a prosecution was not within the mischief of the Act, and would also lead to a practically absurd result, such a prosecution was not to be included. The court held that, inasmuch as no criminal information could issue without leave of the High Court, the newspaper proprietor would have the protection of the court, and therefore would not need the protection of the Act, so that the case would not be within the mischief; and, further, that it would be practically absurd that the Director of Public Prosecutions could control the action of the court in granting or refusing criminal informations. Therefore, after the words in the Act, "no criminal prosecution shall be commenced," the court has read in the words, "except by way of criminal information." We cannot but think that the correctness of this judgment is open to grave doubt, and, looking to the importance of the case as affecting not only the construction of the Newspaper Act, but the construction of statutes generally, and, looking also to the serious difference of opinion on the part of the court below, we think it much to be regretted that the case will not be taken to the House of Lords. The words of the Act are, "No criminal prosecution shall be commenced" without the *fiat* of the Director of Public Prosecutions, and a criminal prosecution has been commenced, continued, and ended by the imprisonment of the defendant without such *fiat*. Now, no doubt it has been many times held that, where the language of a statute admits of two constructions, the more reasonable of the two should be adopted (see, for instance, *per* Lord Blackburn in *Rothes* v. *Kirkcaldy Commissioners*, L. R. 7 App. Cas. 702), and words having a comprehensive meaning have been cut down to a limited meaning (see, for instance, *Poulter's Company* v. *Phillips*, 6 Bing. N. C. 314), but so far as we have been able to examine the cases in which this construction has been adopted, we find that it was so adopted either to prevent a manifest injustice, as in *Poulter's Company* v. *Phillips*, or to give greater effect to the statute, as in *Dargan* v. *Davies* (25 W. R. 230) and *Lester* v. *Torrens* (25 W. R. 691).

More numerous and more decisive are the cases in which the courts have said that the plain language of a statute was to be followed, regardless of its consequences. This rule is over and over again stated in different terms by different judges (see, for instance, *per* Parke, B., in *Nixon* v. *Phillips*, 21 L. J. Ex. 90; *per* Lord Tenterden, C.J., in *R.* v. *Barham*, 8 B. & C. 99; *per* Lord Campbell, C.J., in *Coe* v. *Lawrance*, 1 E. & B. 516; and *per* Lord Abinger, C.B., in *Attorney-General* v. *Lockwood*, 9 M. & W. 395). Examples of the adoption of the rule are to be found in *Reg.* v. *Derbyshire Justices* (7 Q. B. 193), in which it was held that the time for appealing runs from the date of the order appealed against, not from the date of its service on the aggrieved person; and in the recent case of *Richards* v. *McBride* (30 W. R. 120), in which the court postponed the Welsh Sunday Closing Act, 1881, for a year later than was intended, by a literal construction of its provisions. There are, therefore, conflicting rules of construction, and the rule that the literal construction is the right one, is, at all events, not to be departed from without some very strong cause. Does such a strong cause exist in the case of the 3rd section of the Act of 1881? We fail to see it. It does not seem to us a very unreasonable effect of the Act that before a criminal information should be even moved for upon the application for the rule *nisi*, the would-be prosecutor should submit his facts to the Director of Public Prosecutions, who should have the power of preventing the application from being made, but not the power of authorizing it to be made, which should still be reserved to the High Court, who have the absolute power of authorizing or refusing the information in the cases which had passed the preliminary investigation by him. And it must be pointed out that such a double investigation is in harmony with the spirit of the Act, whereas the recent decision in *Reg.* v. *Yates* admittedly cuts down its operation. The history of the matter, of course, is that the framers of the Act forgot all about criminal informations, but with such an oversight the courts have nothing to do (see Parke, B., in *Nixon* v. *Phillips*, *ubi sup.*), the question for the judges being not what the Legislature meant, but what its language means (see *per* Cockburn, C.J., L. R. 3 Q. B. D., at p. 353).

The Report of the Committee of the House of Commons which was appointed to inquire into the working of the Allotments Extension Act, 1882, which has just been published, discloses so many flaws in the Act that the passing of an amending Act seems to be almost a matter of necessity. Shortly put, the object of the statute was to increase the charitable value of charity lands by letting them to labourers in small or allotment parcels instead of to farmers in large parcels or farms. This object it was proposed to effect through the combined labour of the local trustees and the Charity Commissioners, and the result has been that many trustees, from the worry and difficulty attendant upon the working of the Act, have expressed a wish to resign. Amongst the difficulties of construing the Act may be mentioned the following. There is a clear obligation imposed to let the charity lands in allotments, but the Act is not sufficiently explicit as to the rent and conditions of letting, it being merely said that the land shall be let "free of all charges" and "at such rent as land of the same quality is usually let for in the same parish," the common case of the allottee wishing to break up pasture being left unprovided for. Now, if the breaking-up of pasture be allowed, the land deteriorates in value after three or four years, and the charity loses, while, unless it be allowed, the letting is of little use to the ordinary labourer for whose benefit the Act is passed. Then the 11th section provides that if, "in the opinion of the trustees," the land is unsuitable for allotments, "on the ground of distance or on any other ground," the trustees may apply to the Charity Commissioners "for a certificate to that effect," and, "if such certificate be granted," the land to which it applies is exempted from the operation of the Act. Many trustees have argued that, when they have formed an "opinion," the Commissioners are bound to certify in accordance therewith, and some members of the Committee adopt this view, but the Act contains no words imposing an obligation to grant the certificate, and we cannot but think that the Commissioners have a discretion in the matter. Again, the words "on the ground of distance or on any other ground" are very hard to construe. Do they, for instance, touch the vital point of productiveness to the charity or not? The Commissioners have held that they do, while a certain association thinks they do not, and "in the opinion of your Committee it is impossible to say that the construction put upon this section by the Commissioners is the wrong one." For ourselves, we will be less guarded than the Committee, and commit ourselves without hesitation to the view that the Commissioners are wrong, and that the certificate of exemption can only be granted for causes *ejusdem generis* with distance—that is to say, for causes affecting the value of the land for allotments.

Coroners' returns contained in the judicial statistics for the year 1883 show that in England and Wales 28,725 inquests were held, as against 27,513 in 1882. There were 177 verdicts of murder, 157 of manslaughter, and 1,944 of suicide. The infants under one year of age on whom inquests were held numbered 5,330, and between that age and seven years, 8,703. The total cost of all these inquests was £91,249 4s. 9d., being at the average rate of £3 3s. 6d. per inquest.

TRUSTEES AND DEPRECIATORY CONDITIONS OF SALE.

No doubt many of our readers will have had occasion, from a practical point of view, to consider the effect of the case of *Dance* v. *Goldingham* (21 W. R. 761, L. R. 8 Ch. 902), in restricting the latitude of contracts for sale entered into by trustees; and if, as is not at all improbable, they have found the effect of that case to be practically very inconvenient, they will see, with no especial satisfaction, from a report in another column of the recent decision in *Dunn* v. *Flood*, that the Court of Appeal has affirmed Mr. Justice North's view of that case (32 W. R. 197), by which the doctrine of *Dance* v. *Goldingham* has been carried much further. We cannot help fearing that this extension will be productive of increased inconvenience. The learned judges who arrived at the decision in question do not seem to have felt much enthusiasm for it; and the surmise is, perhaps, plausible, that they arrived at it only because they thought that it was necessarily involved in their conception of the duties of a trustee.

The material facts in *Dunn* v. *Flood* were as follows:—Certain vendors, who were selling as trustees, put up certain property for sale, subject to conditions of sale which were alleged to be, and were held by the court to be, unduly restrictive. The purchaser subsequently refused to complete the purchase, upon the ground that the fact that the vendors were trustees and that the sale had been made subject to such conditions, was a defect in the title. An action for specific performance was thereupon brought by the vendors; and this action having been dismissed by Mr. Justice North, upon the above specified grounds, his decision was afterwards upheld by the Court of Appeal.

It would appear that Mr. Justice North, when he originally decided the case, supposed himself to be merely following *Dance* v. *Goldingham*, and that he entertained no definite intention of enlarging the scope of the last-mentioned decision. After citing the language of Lord Justice James in that case, respecting the duties of trustees in framing conditions of sale, he continued:—"The question is, whether I can say that the purchaser would be free from any possibility of objection on the part of the *cestuis que trust* of this property, by reason of the trustees having exercised their power in the way in which it was exercised by them." He subsequently came to the conclusion that the conditions were unreasonably and unnecessarily depreciatory, and, upon this ground, refused the plaintiffs' claim for specific performance.

In *Dance* v. *Goldingham* the objection proceeded, not from the purchaser, but from the *cestuis que trust*. We confess we think that in this fact there might have been found a sufficient ground for a distinction; and that it would have been quite possible, without at all infringing upon *Dance* v. *Goldingham*, to have come to a different decision in *Dunn* v. *Flood*. Indeed, it will be observed, on carefully reading his judgment, that Mr. Justice North does not strictly confine his attention to the thesis laid down by himself. He states the question to be, whether the *cestuis que trust* could possibly object; he does not examine this question *in specie*,

so to speak, but treats it as being involved in the other question which he *does* treat *in specie*—namely, whether the conditions of sale were unreasonable and improper. It is possible that, if this transition had not been made, the learned judge might have been willing to admit the existence of a distinction between a possibility that the *cestuis que trust* might object, and the actual fact (as in *Dance* v. *Goldingham*) that they did object. We do not see that the objection of the purchaser stands necessarily upon precisely the same footing as the objection of the *cestui que trust*.

If it be granted that a *cestui que trust*, who has reason to suppose that his property has been sold at an undervalue, through the insertion of unnecessarily depreciatory conditions in the contract for sale, has a right to interfere to stop the sale, it will not at all follow that the purchaser under the contract must necessarily have any such right; because, it does not necessarily follow, because a *cestui que trust* has a right to stop an uncompleted sale, that he would have any right, as against a purchaser, to set aside a completed sale. We do not, of course, say that, in his right to stop an uncompleted sale, there is anything to prevent him from having a right to re-open a completed sale; we only say, that he might very possibly be taken to have the former right without necessarily having the latter right. If this is the case, it seems to supply a ground upon which it would have been possible to distinguish *Dunn* v. *Flood* from *Dance* v. *Goldingham*, and since the operation of the last-mentioned case has been very inconvenient in practice, we are disposed to regret that the opportunity was not taken to avoid extending the scope of its operation.

However, it is not improbable that the chief result of the decision in *Dunn* v. *Flood* will be to add another common form condition of sale to ordinary contracts entered into by trustee vendors. Conveyancers may, perhaps, draw from that case the simple moral, that the purchaser ought, in a contract with trustee vendors, to be expressly precluded from raising any objection, upon the ground that any of the conditions are needlessly depreciatory. If this course should be adopted in practice, it will afford another illustration of the truth upon which we have often insisted in these pages—namely, that people who entertain the hope that it will ever be possible, by means of "Conveyancing Acts," to supersede the necessity for special contracts of sale, are destined to be disappointed. In so vast and heterogeneous a mass of business as that with which English conveyancers have to deal, it is impossible to lay down any fixed types for the formation of contracts. New points are ever emerging which call for novel adaptations of the old measures; and the most cunningly-devised form of to-day is always liable to become obsolete to-morrow.

TRUSTEES' COSTS.

II.

Refusal to convey property or transfer fund (continued).—We saw last week that, according to the doctrine laid down by Lord Justice Turner in *King* v. *King* (1 De G. & J. 663), the court will support trustees in exercising the same jealousy as the court itself is in the habit of exercising with regard to transactions between a parent and child occurring shortly after the child has attained twenty-one. It seems to follow that wherever there is reasonable ground for suspicion of unfairness in such transactions, trustees may refuse to give effect to them without the sanction of the court. But, of course, before refusing to convey or transfer the trust property in pursuance of such arrangement, trustees must make proper inquiries to ascertain whether reasonable grounds exist for suspecting unfairness. In *Cockroft* v. *Sutcliffe* (4 W. R. 329, 25 L. J. Ch. 313), where, under similar circumstances, trustees took no steps to satisfy themselves as to whether the transaction was or was not fair and proper, but simply refused to carry out a transaction between a tenant for life and his children, they were refused their costs. Trustees should, of course, be careful only to raise such questions as are connected with their own protection from risk. As Turner, V.C., said, in *Dewy* v. *Thornton* (9 Hare, at p. 232), "It is, no doubt, of great importance that trustees should be indemnified in the due exercise of their trust; but it is, on the other hand, of scarcely less importance that they should not be permitted to involve their *cestuis que trust* in litigation and expense by suggesting doubts upon their title, the solution of which is not essential to their safety. It cannot, I think, here be doubted that at the time when this bill was filed the trustees might, with perfect safety, have paid over the whole of these funds. . . . They have taken upon themselves to inquire into matters which did not affect them, and to raise questions on the title of their *cestuis que trust*; and whatever may have been their motive for doing so, . . . they must, I think, bear their own expenses of proceedings which have resulted from their own conduct" (see also *Smith* v. *Bolden*, 33 Beav. 262—a case described by Lord Romilly as "one of those unfortunate cases which occasionally come before me, where trustees for one purpose think it their duty to act as trustees for other persons who are not their *cestuis que trust*").

The above-cited observations of Turner, V.C., suggest the remark that the excellence of the motive with which trustees raise objections to conveying or transferring trust property is, at the present day, very little taken into account in deciding upon their right to costs. A benevolent regard for the interests of persons who may possibly have a claim on the trust property is discouraged, and the tendency of recent cases has certainly not been in the direction of fostering caution on the part of trustees in ascertaining that the persons asking for a conveyance or transfer of the trust property are really entitled to it. It seems that, although trustees may act with perfect good faith, yet if they display what the court considers unreasonable caution, they may be made to pay the costs of proceedings rendered necessary by their conduct. A good illustration is afforded by the case of *In re Cull's Trusts* (23 W. R. 850, L. R. 20 Eq. 561). Trustees of a trust fund to which R. C. had become entitled in default of appointment by a tenant for life, objected to pay over to him the trust fund, upon the ground that the tenant for life might have exercised her power of appointment. Thereupon R. C.'s solicitors wrote to the solicitor of the trustees, stating that, to the best of their knowledge, no appointment had been made, and offering to give a statutory declaration to that effect. The trustees paid the trust fund into court. On a petition for its transfer to R. C., Jessel, M.R., said that "a letter from a solicitor in such a case would be quite sufficient; some practitioners require a statutory declaration, but it is superfluous." But as that was the first case of the kind which had come before him, he did not order the trustees to pay the costs of transfer into court, but "wished it to be understood that the next set of trustees who come before me, having so acted, must pay the costs."

The question whether a trustee who improperly refuses to convey or transfer trust property is exonerated from the consequences, as regards costs, by the fact that such refusal was advised by counsel, is somewhat unsettled. In *Angier* v. *Stannard* (3 My. & K. 566) "a conveyancer of experience and reputation" had advised the refusal to convey which was the cause of the suit. Sir John Leach, M.R., said (p. 572) that the defendant had "acted *bonâ fide* under advice which has misled him, but upon which he had reason to rely, from the experience and character of the adviser. It is for the interest of society that a trustee, under such circumstances, should not be fixed with the costs of the suit; but the adviser who misled him being of his own choice, I cannot give him the costs of the suit." In *Penfold* v. *Burch* (4 Hare, at p. 272), Vice-Chancellor Wigram seemed to consider it an aggravation of the trustees' conduct that in their resistance to the plaintiff's demand "they had not been directed by the opinion of any competent legal adviser." And in the above-mentioned case of *In re Cull's Trusts*, the trustees, in refusing to pay over the fund, acted on the opinion of an eminent conveyancer, and Jessel, M.R., said that, as the point did not appear "free from doubt or ambiguity to other minds," he would not, in that case, make the trustees pay the costs of their transfer of the fund into court. On the other hand, in the above-mentioned case of *Dewy* v. *Thornton* (9 Hare, at p. 232), Turner, V.C., said, with reference to the contention on behalf of the trustees that they had acted under the advice of counsel, that it did not "appear upon what statements such advice was given, nor can I venture to hold that the opinion of counsel will, in all cases, entitle trustees to their costs of suit." On the whole it may probably be concluded that the advice of counsel is some protection in the case of proceedings against trustees arising from their having refused to convey or transfer trust property. But in *Boulton* v. *Beard* (3 De G. M. & G. 608) the advice of counsel was held to be no protection to a trustee who, acting upon it,

made a distribution of trust property upon a wrong construction of the will creating the trust. In that case the trustee, who had followed the advice of two eminent counsel, was ordered to pay personally the costs of a suit in which the plaintiff had established his title to a share of the trust property.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

I. ORGANIZATION GENERALLY.

13.—THE SOLICITOR'S PARTNERSHIP (*continued.*)

WE directed our observations last week to the solicitor's partnership at, and anterior to, the stage of its actual formation. Some few practical matters suggest themselves as bearing on the same subject where the Rubicon has been crossed and the association of partnership has been formed for good or evil.

And, first, as to a very important point—the division of labour as between the partners. In a good many cases this may be excluded from practical consideration, for most purposes, by reason of the particular relations which the partners bear to each other. It may be of the essence of their bargain that, while one partner is to be at liberty to play as much as he pleases, another is to devote 'his whole time and attention' to the business of the firm. Such an arrangement may be assumed to be traceable, as of course, to the existence of a wide difference in point of age and connection between them. But where each member of the firm alike is bound to give his undivided energies to the promotion of the interests of the partnership business, the aliquot proportion which each will render, in expenditure of time and work, to the aggregate result may furnish much food for consideration, and whatever difference of opinion may exist as to the best plan of campaign in this or that state of circumstances, we imagine that there can be but one opinion as to the exceeding desirability of having *some* definite plan, recognized and loyally acted on by each partner, though capable, of course, of being at any time temporarily or permanently modified with the concurrence of all, according to the exigencies of unforeseen events. We are persuaded that in many instances a want of system in the internal regulation of a partnership business would be found to lie at the root of gradual disintegration, personal misunderstandings, and actual money losses.

As to matters purely internal, we think that in a business of any magnitude it is a good plan for one partner to take sole charge, for ordinary everyday purposes, of the machinery of the office, not necessarily always the same partner of course, but, at all events, one at a time. The familiar adage that too many cooks spoil the broth seems to us to have a close application here. Take, for instance, the all-important matter of the firm's incidental monetary arrangements. We do not go so far as to say that one partner only should draw cheques on the firm's account, (though even that would in our judgment be a good general rule to go by), but we do say that one partner should have ultimate charge of the firm's finances, and should be responsible to the others for an intelligent supervision of them, should satisfy himself thoroughly at more or less frequent intervals as to the purpose to which every sum received and every cheque drawn has been applied, and in a word make himself master of the firm's finances. We remember personally an instance, a good many years since, in which an artful clerk, employed by a firm of solicitors carrying on a large business, was enabled entirely by his appreciation of the practical consequences of a want of supervision by any one partner, in the sense which we have indicated, to rob his employers of several thousands of pounds, by a system of fraud extending over a considerable period of time. Whenever he wanted a cheque, he made a point of going for it as a matter of urgency to the partner who did *not* attend to the particular matter of business to which it related, and the absence of any regular system of a periodical bringing together by one intelligent mind of the separate threads of each partner's monetary doings enabled him to play one partner off against another. He ultimately expiated his crime by a term of penal servitude, but his employers were left to wring their hands over the empty coffers into which his hands had been so liberally dipped, and the circumstance that the loss was attributable to their own want of care in nowise served as balm to their smarting pecuniary wounds. Granted that this was an exceptional case; granted that the business was a very large one; granted that, even allowing for that, the extent of the carelessness which could allow so large a subtraction of funds to remain undiscovered for any considerable time must have been colossal, or the art of the thief extraordinary, or both; granted that such instances rarely happen, that a faithful cashier, a periodical making-up of the books by accountants, or any other protection you please short of that which we have suggested, may in their several degrees and shapes help to shut the door on fraud. Grant all this, and there will still remain a residuum of real danger, a weak point in the citadel unguarded, which may at any time become the direct cause of which the effect will be a disaster.

Pursuing the same line of reflection, but coming down to matters relatively of less importance, though by no means unimportant in themselves, we think that the same system of individual supervision by one partner, which we hold to be so essential in money matters, may very usefully be extended to the general regulation of the staff. We do not of course extend this observation to the case of a clerk who is attached specially to this or that principal and is engaged only on his work. There the principal under whose immediate eye his work is done may well be left to look after him, and any attempted exercise of control over him by another partner would naturally not be calculated to promote amiable feelings. We refer to those clerks on the staff who work for the firm as a firm, and are identified with a department and not with any one partner. These, if not to some extent under the eye of a principal, whose concern it is to see that they give a good account of the day's labours, are somewhat apt to tell Mr. A. when he wants something done that they are just going somewhere for Mr. B., or are engaged on some pressing matter for Mr. C. The statement might on critical examination prove to contain a grain of truth and a bushel of another commodity, but in the absence of direct responsibility to one person for the expenditure of his time as a whole, the shifty clerk may escape for a long time the discovery of the relative proportions of the ingredients of his assertions. Our observation is not intended to convey any slur on a class, and even as to individuals we are disposed to divide the blame between the clerk and the want of system in tolerably even proportions. Those who would hold up their hands aghast at this mode of looking at the matter may possibly, on reflection, recall the circumstance that the degree of industry in the case of most boys at school, however thoroughly they may have been grounded in the catechism, bears a very direct ratio to that of the pedagogue's own vigilance in directing and supervising their studies. And it is but right to point out conversely that a clerk occupying the position which we have described is apt, where he has many masters, to receive but a scanty recognition of the fact of his inability to do several things, or be in several places, at one and the same moment. So as to holidays and many other incidents of internal regulation.

Matters will constantly arise which call for consultation and comparison of views between the partners; and we are not suggesting that any one member of a firm should be made a dictator, and that his judgment alone should at all times prevail. What we do contend is that the routine of internal office details should be deputed to one partner, and that he should also be the executive, so to speak, for giving practical effect to any conclusion on matters connected with the system on which the office establishment is worked, whether that conclusion may have been arrived at by himself alone in the exercise of a discretion reposed in him by his partners, or whether it be the outcome of joint deliberation.

It is obvious, however, that while one partner may be clothed with authority in this sense, no system of office administration can be efficiently carried out unless each partner fairly plays his own personal part in it. One partner may supervise money matters, and to a limited extent look after the clerks, but he cannot, unless by sufferance and where unlimited good feeling reigns, also play the *rôle* of martinet to his partners. For instance, a system, perfect in itself, of recording work done or keeping accounts, may be utterly disorganized, and its usefulness practically destroyed, by the failure of one partner to conform to it in practice. And where a principal falls short in the observance of regularity of method and system, it may be predicted with confidence that his evil example will find ready imitators among the clerks. By such shortcomings the difficulties of keeping the intricate meshes of office routine free from confusion are most unfairly aggravated to the member of the firm who is charged with that duty.

In concluding this article we would say one word on a rather delicate and difficult subject. We prefaced our observations by narrowing their application to the case of a firm in which each partner has pledged himself to devote his whole time and attention to the partnership business. What does 'whole time and attention' mean? Literally, no doubt, every waking hour—practically, in the case of a solicitor, long working days and few holidays. But here will come in many shades of difference in views and habits of life. One man does his work quickly; another man slowly. One man discharges his conscience by a rigid attendance of so many hours a day—neither more nor less—at his place of business; another will guide his movements rather by the actual state of his work, and will stay late if necessary to finish what he has set himself to do, or will go away early if nothing claims his immediate attention. Each of these plans has its warm advocates, and, like most human rules of conduct, its advantages and disadvantages; and, if one partner follows the former and another follows the latter, the balance will be

pretty even, and there will be no reasonable ground for complaint on either side. But, lying beyond the range of difference of system attributable to honest difference of opinion, is a far more debateable field, which often supplies the material for much open or secret rancour. The average practising solicitor may be unhesitatingly set down as a hard-working man, but there can be no question that as between solicitors, evenly situated as to the demands on them, some work much harder than others; and, to go a step further, we think it must be admitted that the solicitor who does not work with his might is more commonly to be found in a firm containing one or more other partners, who supply his deficiencies, than where he is practising singly, and his fortunes depend wholly on his own unaided efforts. In the latter case, the bitter fruits of idleness are too prominently brought before his eyes to be lightly overlooked, while, in the former, he may, for a while at least, eat, drink, and be more or less merry on results in the achievement of which he has not taken a fair share. The reflections which arise on this are obvious. First, that it is not just or honourable, other things being equal, for one man to trade on the brains, the industry, the long-suffering, patience, and the reluctance to wash dirty linen in public of another. And, secondly, that sooner or later idle hours and wasted opportunities will surely come home to roost in the form of eminently disagreeable personal consequences.

Next week we shall refer to the subject of the relations of solicitors in partnership from a more external point of view.

COUNSELS' CLERKS' FEES.

THE following correspondence has been sent to us for publication:—

"Incorporated Law Society, Chancery-lane,
"17th July, 1884.

"Dear Sir,—I am directed by the Council of the Incorporated Law Society to call your attention to order 65, rule 51, of the Rules of the Supreme Court, 1883, which provides that the following fees are to be allowed to counsels' clerks—viz.:—

"51. The following fees are to be allowed to counsels' clerks:—

	£	s.	d.
Upon a fee under 5 guineas		2	6
5 guineas and under 10 guineas		5	0
10 " 20 "		10	0
20 " 30 "		15	0
30 " 50 "	1	0	0
50 guineas and upwards, per cent.	2	10	0
On consultations, senior's clerk		5	0
On consultations, junior's clerk		2	6
On conferences		5	0
On retainers (where allowed):—			
General retainer		10	6
Common retainer		2	6

"It having come to the knowledge of the council that, notwithstanding the provision contained in this rule, clerks to some counsel of eminence were seeking to obtain the allowance of fees according to the system which prevailed prior to the issue of the Rules of 1883, they passed a resolution upon the subject to the effect that, in their view, the rule should be strictly adhered to, it being felt that all classes affected by those rules were bound alike to submit to the provisions contained in them, and also this resolution was communicated to the members of this society.

"It appears, however, that the clerks to several of the leading counsel have raised the contention that the rule referred to does not apply to the special fees paid to counsel of a certain standing when the exigencies of the case require that they should leave the court in which they usually practise, and this contention is apparently grounded on the supposition that, inasmuch as a special fee can never be allowed on taxation, it is, therefore, beyond the scope of the rules. Those who have raised this question seem to have forgotten that solicitor and client costs are subject to taxation, as well as those between party and party, and the council entertain no doubt whatever that in a taxation as between solicitor and client the taxing master would, in the absence of special instructions from the client to the solicitor, where a special fee was paid to counsel, disallow any fee to the clerk in excess of that fixed by the rule, as they would consider themselves as much bound by the scale with regard to special fees as they would in the case of fees of the ordinary character.

"It seems to the council that as these rules have been imposed with the view of lessening the cost of litigation, and, as an incident thereto, of reducing the fees payable for professional services, it is essential, in the interests of the public, that the rules should be strictly followed.

"The council feel that the matter is one of considerable importance, and one which it is desirable should be considered by the committee to which you are secretary, and I am to request that you will be so good as to bring this letter before the committee, in the hope that they will see their way towards co-operating with the council in their desire that the rules should, so long as they stand good, be carried into effect.—I am, dear Sir, yours faithfully,

"E. W. WILLIAMSON, Secretary.

"S. Lofthouse, Esq., Hon. Sec., the Bar Committee, Farrar's buildings, Temple, E.C."

"Farrar's-building, Temple,
"17th December, 1884.

"Dear Sir,—In reply to your letter of the 17th July last on the subject of clerks' fees, I beg to inform you that, at a meeting of the Bar Committee held on the 16th inst., it was resolved as follows:—

"'In the opinion of the Bar Committee the fees which should be paid to clerks of counsel receiving special fees ought to be on the scale allowed by ord. 65, r. 51, of the Rules of the Supreme Court, 1883, and the Bar Committee do not recommend members of the bar, who are specially retained, to authorize their clerks to receive fees according to the scale which prevailed prior to the issue of the above-mentioned order.'

"I have further to inform you that the above resolution has received the approval of the Attorney-General.—I am, dear Sir, your obedient servant, "S. LOFTHOUSE, Hon Sec.

"E. W. Williamson, Esq., Secretary, the Incorporated Law Society, U. K."

REVIEWS.

LAND DRAINAGE.

THE LAW OF LAND DRAINAGE AND SEWERS: A TREATISE UPON THE LAW RELATING TO COMMISSIONS OF SEWERS, DRAINAGE BOARDS, AND OTHER DRAINAGE AUTHORITIES, WITH NOTES, FORMS, AND AN APPENDIX OF STATUTES. By E. E. KENNEDY, and J. S. SANDARS, Barristers-at-Law. Waterlow Bros. & Layton.

Before this work appeared the only modern authority on the subject of public land drainage was the little book by Serjeant Woolrych on Sewers. It was somewhat out of date, and was originally only a slender treatise. Messrs. Kennedy and Sandars considered whether it would be better to throw their work into the form of a new edition of "Woolrych on Sewers," and so get for it whatever reputation had attached to that book, or to start afresh. They decided on the latter course, and, with wise ruthlessness, having determined to strangle their only possible opponent, they bought the copyright of "Woolrych." The present work has nothing to fear from the conspicuousness of isolation; it well deserves to be the standard authority on its subject. It should be pointed out that that subject is drainage of a public nature, and that such drainage as is dealt with by the Improvement of Land Act, 1864, and in certain sections of the Settled Land Act, 1882, is not within the scope of the work of Messrs. Kennedy and Sandars. They had hoped that the Rivers Conservancy Bill, 1883, would have been passed before they issued their book, but, the prospect of that sort of legislation having become shadowy, they have given up waiting any longer. The book will be very useful whenever the Bill comes up again in Parliament, and, by the time it is passed, a new edition of the book will probably be called for. In their "general view" of the subject, the authors point out that all the legislation on public drainage consists of amendments or restrictions of the Act of Henry VIII. providing for the appointment of commissions of sewers, and, in the course of their remarks on the defects which exist they quote the statement of Sir John Coode that the River Nene, between Peterborough and the sea (a distance of thirty miles), is under the jurisdiction of fourteen different sets of commissioners. Their suggestions as to the causes of floods are well worth the consideration of Parliament. To the practising lawyer the book will certainly commend itself by the clearness of its arrangement and its completeness. The earlier cases are referred to, and the more recent cases discussed. Even the case of *Reg.* v. *Commissioners of Fobbing Levels*, not yet reported, and now under appeal, is elaborately expounded and commented on. The appendix contains all the Acts of Parliament likely to be useful to the practitioner, and solicitors who have much to do with the level country in the east and north-east of England, or with the low-lying parts of Somerset, will find that in Kennedy and Sandars on Land Drainage they will have a very satisfactory compendium. A table shows, by arrangement of sections and subject-matter, the progress and state of the existing law. No statute relating to public arterial drainage has been omitted, and the Lands Clauses Act is printed in full. The authors have added a large collection of forms obtained from various sources—the Land Commissioners, the officers of local bodies, and others.

THE PUBLIC HEALTH ACT.

THE PUBLIC HEALTH ACT, 1875, ANNOTATED; WITH AN APPENDIX CONTAINING THE VARIOUS INCORPORATED STATUTES, &c. By W. G. LUMLEY, Q.C., Counsel to the Local Government Board, and EDMUND LUMLEY, Barrister-at-Law. SECOND EDITION. By W. PATCHETT, Q.C., and ALEXANDER MACMORRAN, Barrister-at-Law. Shaw & Sons.

The late Mr. Lumley's book on the Act of 1875 has been deservedly accepted as the standard work on that Act. Not only did the position of the author invest his notes with special value, but the notes themselves were so practical, acute, and full of knowledge that, even apart from their authoritative character, they made the book one of the best specimens of its class. The editors of the present edition have done well to retain the substance of most of these notes. They have added, with great industry, the cases which have occurred since the publication of the last edition. The decisions are given very fully, but this is stated to be done in order, as far as possible, to obviate the necessity for reference to the reports, and no doubt, having regard to one class of the persons for whose use the book is intended, it is advisable to do this. We can speak to the completeness of the collection of cases on the subjects with regard to which we have consulted the work. The book is an extremely complete collection of the statutes and cases relating to sanitary authorities.

CORRESPONDENCE.

"STAMPS"—OFFICIAL VIEWS AND PRACTICE.

II.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I did not contemplate so immediate a confirmation of some of the statements or suggestions embodied in my communication appearing in your last issue as is given them by "E. J. H.'s" letter, which is printed following mine.

One of the heads of duty I had noted down for comment in a future communication was that of "Reconveyance" (of mortgage), but with "E. J. H.'s" letter appearing, I will take that head, with the letter, as my text for the first part of the present communication—leading up to it, however, with some general remarks upon reconveyance, and generally the 6d. *ad valorem*, or percentage, duty, under the head of "Mortgage" in the schedule of the Act, which has been fruitful of little difficulties in practice, apart from the moot points which have arisen under the Act.

Up to the passing of the 13 & 14 Vict. c. 97 (1850), transfers (of mortgage), additional securities, and reconveyances (being simply such) were chargeable with the fixed deed duty of 35s. By the Act last named the said duty was payable only as a maximum; where the duty payable upon the mortgage itself was less than 35s., then such less duty was payable upon the transfer, &c. This alteration from the old Act was productive of some moot points, and different in nature from those previously subsisting, but in practice one or more of them were got over by putting on the maximum (35s.) stamp.

There were further statutory alterations of the duty between 1864 and the coming into operation of the Stamp Act, 1870. This consolidating Act was intended to (I am safe in saying), and no doubt did, do away with many subsisting open questions under the head of "Mortgage" (and other heads), but, well constructed as it was, also did—being an *Act*—create new ones.

As is known, by this Act of 1870, the instruments coming within the subsidiary or secondary items under "Mortgage," including that of reconveyance, are charged with 6d. percentage duty on the amount advanced or secured *ad infinitum*, and this charge, without limit (as far as just described), has again created points similar to those, amongst others, before referred to, but which cannot now be got over by putting on a *maximum stamp*. I have said that reconveyances are included in this *ad infinitum* charge, and this opinion, held from the time of the Act's passing, I find myself unable to alter, despite the contrary—and, legally and practically, important—office ruling I will presently name.

To state the case as I view it, none of the Acts—including the Stamp Act, 1870—expressly provide for cases of two or more instruments for effecting the reconveyance and discharge of one mortgage—that is, there is no express relief of any one of such instruments from the full reconveyance duty. In other words, each instrument is liable to the like duty, and as though there was but one instrument.

While there was a fixed duty, or fixed maximum duty, expressly charged, I never knew the view above expressed officially or professionally questioned. And it was not until the Stamp Act, 1870, had been in operation a year or more that I had intimation that a different view—and consequent ruling—was adopted by the Inland Revenue.

In giving the question as it stood under the said Act of 1870 (the Act now in operation) some amount of consideration, I saw that, under my view of the case, and with the duty (nevertheless at a small rate per cent.) payable *ad infinitum*, that Act would, in some cases, operate with apparent, if not real, harshness. Thus, since the passing of the said Act, I have had a case of three instruments of reconveyance to effect the discharge and clearing off a mortgage of £268,000. For certain, one of the instruments in this case was liable to a stamp of £67, and, under the view I have expressed, the other two required the like stamp.

When I was informed of the view adopted at the Inland Revenue, I gave fresh consideration to the point, but was, and still am, unable to discover sufficient, if indeed any, grounds to warrant the adoption of the official view—although I ought, perhaps, to say this with some diffidence, seeing the high authority against me. The official view (to come at last to name it) was at first that only one of the instruments (the final one) was to be stamped with the 6d. *ad valorem* duty (upon the amount at any time secured by the mortgage), and that the others required a fixed 10s. duty—irrespective, that is, of the amount secured—the result of which was that, where the amount secured was £1,000, the final and principal reconveyance would be stamped 5s., and the intermediate ones 10s. (!)

I say this was the view and ruling first adopted, and in support of the correctness of this statement I will again quote from Mr. Gualter Griffith's book.

His note following the item Reconveyance is:—"Where a part only of the property included in a mortgage is released, the instrument is liable to the duty of 10s." *—that is, to 10s., neither more *nor* less.

As well as (as appears to me) the free and elastic interpretation given to the Act involved in this ruling, it will also be seen that it resulted in inconsistency. This was soon officially discovered, and it was not long before I learnt that the following further elastic ruling had been adopted—viz., that the 10s. duty was payable only as a maximum; that where the final reconveyance would require a less duty, such less duty only was payable upon the intermediate instruments.

To apply this ruling (which is still adopted) to the instruments described in "E. J. H.'s" letter, it is first well to observe that his instruments respectively related to *two* distinct mortgages. Such an instrument I have not had before me. I think the variation in the two adjudications may be thus explained:—In the first adjudication the office took the view that while there was but one *instrument*, there were by it two *reconveyances*, and it was as if the latter had been by separate instruments (each of which would under their ruling require 10s.). Therefore, the 20s. duty was adjudged. Then, when the second instrument was submitted, they reconsidered the point, changed their view (to this, that there being but one instrument there was but one reconveyance), and so adjudged the 10s., and in my opinion (to venture to give it) the latter adjudication was, of the two, the more correct.

In a future communication I shall have some observations to offer upon cases similar to the above, and as to the effect, &c., of adjudications. In completion of the present letter, I will deal with a point or two more *re* reconveyance.

One of the class of instruments consists of *Warrants to Vacate* (copyholds). Where only copyholds are mortgaged, the warrant to vacate is the only instrument made to release and discharge the mortgage, and, so unquestionably it attracts the reconveyance duty. In the case of a mixed mortgage (other property with the copyholds), the Act directs that the *ad valorem* mortgage duty shall be impressed wholly "on the instrument relating to the other property, and the surrender . . . is to be charged with duty as if" (it) "were not made upon a mortgage, but such last-mentioned duty shall not exceed the said *ad valorem* duty" (section 110 (2), Stamp Act, 1870). [N.B.—The *ad valorem* duty now being referred to is (primary) mortgage, not reconveyance, duty.] This direction of the Act as to the duty payable upon the instrument of surrender was at first a little puzzling to practitioners not unversed in construing Stamp Acts. Mr. Griffith has a note of explanation, but I will venture to give one in my own words—viz., that the surrender is chargeable with no higher duty than 10s.; that, if the mortgage *ad valorem* payable on the other instrument be less than 10s., then such less duty is payable upon the surrender. It will thus be seen that, when the 10s maximum duty is not payable, it (the duty) is, in a sense, an *ad valorem* duty.

But, to recur to the warrant to vacate (in this case of a mixed mortgage), the official ruling is that the warrant to vacate is not chargeable with *any* duty. Mr. Griffith gives a note in explanation of this also, and which note this time explains the ground for the official ruling:—". . . the conditional surrender not being

* The statement of the note is dogmatic, no *grounds* being given for it, as is done in the case of the note immediately following it.

chargeable with *ad valorem* duty" (?) "the warrant to vacate is not within this charge"—that is of reconveyance duty. One cannot but admire this astute—or, say, learned—and officially untrammelled elimination of the point, and it is (another) instance of liberal official interpretation of the Acts. But, while offering these appreciative remarks, I am impelled to say that there are, I think, equally good grounds for the reverse opinion (viz., that the warrant to vacate is liable to reconveyance duty in *all* cases); and, moreover, one regrets the official ruling, if only by reason that it further upsets the oneness and simplicity of application of the reconveyance clause of the Act, and so further adds to the complexity, if not perplexities, of "stamps."

The other point under *Reconveyance* I will confine this communication to is this (here offered by way of caution):—In the case of one instrument of reconveyance, or (where there are two or more) of the final instrument, the 6d. percentage duty is payable with reference to the *total amount at any time secured*. This point is not unfrequently stumbled over (with the result of annoyance and the payment of penalties). To put a case—£1,000 was the amount advanced and secured. Before the making of the instrument of reconveyance £500 has been paid off. This is recited, and the *testatum* is that, in consideration of such payment, and of the then payment of the remaining £500 (&c.). In such cases the reconveyance is occasionally found to be stamped for the (last) £500 only, instead of the total £1,000.

VERITAS.

STAMP DUTY ON RECONVEYANCES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the letter of "E. J. H." in your issue of the 17th inst., we would suggest that the subject of duty on reconveyances is not sufficiently provided for by the Stamp Act, 1870, and we think it deserves the attention of the authorities with a view to some supplementary provisions being enacted as early as possible. Under the head of "Conveyance on Sale" various cases are provided for, which are in ordinary instances sufficient; but as to reconveyances, we have only the one rule that 6d. is to be paid for every £100, or part of £100, of the total amount at any time secured by the mortgage.

If it is allowable to guess what reasons influenced the commissioners in the two cases cited, we fancy that in the first the reconveyance was treated as a deed not otherwise charged in respect of two separate matters, and in the second simply as a deed not otherwise charged. We will not attempt to say why one deed was assessed in one way and one in the other; but these cases, and probably a number of others, show the slight value to be attached to any adjudication as a precedent.

A recent case of our own may not be without interest. Eight houses were mortgaged to A. for £1,760, and sub-mortgaged by A. to B., with other property, for £1,507. Two of the eight houses were reconveyed by A. and B. to the mortgagor, £250 being paid to B., and £190 to A. The duty was assessed at 10s.

Jan. 19. R. & A. R.

The Sheffield Coal Company (Limited) have just terminated an action which will have a very important bearing on the rating of collieries all over the kingdom. On the 7th and 8th of October last, Mr. J. E. Barker, barrister, to whom the matter was remitted by the Court of Quarter Sessions, sat as arbitrator. The Sheffield Coal Company appealed against the assessment of their coal mines in the parish of Standsworth, which had been rated by the assessment committee at £5,336 5s. gross, and £4,033 6s. 3d. as the net rateable value. The assessment committee arrived at these figures by taking the coal as being worth £200 an acre, and the calculations were based upon the rentals actually paid by the appellants. It was contended for the coal company that, while they admitted their actual rents were as high as £200 per acre, and, in fact, in some cases as high as £300 per acre, yet that these rents were in themselves no absolute criterion as to the value. These rents, it was further urged, were agreed to be paid at a time when their local trade, or when the general circumstances of trade, were entirely different to what they are at the present time, and that no person now taking to the mines at a reasonable lease could afford to pay more than from £100 to £150 per acre. Several witnesses were called in support of the appellants' case, and the inquiry went on for several days. Ultimately a conference was held, the result of which was that the assessment committee reduced the assessment from £5,336 5s. gross to £4,050 gross, and from £4,033 6s. 3d. net rateable value to £3,037 10s. net rateable value, accepting for the purpose by this reduced assessment the gross estimated rental of £150 per acre. A formal award carrying out this arrangement, and ordering each party to pay their own costs, has been entered. The effect is that the appellant company have supported their contention that they are justified in asking to be rated at considerably less than the actual rent paid, and, in fact, at considerably less than the average of the total rents paid—really at the present estimated commercial value of the coal in question. This settlement will have an important effect on the rating of colliery property in other districts, as the depreciation of late years has been to an extent unprecedented in the history of the coal trade.

OBITUARY.

MR. JAMES WILLIAMSON.

The late James Williamson, Esq., solicitor, of Sherborne-lane, London, who died on the 16th inst. at Surbiton, in the ninety-fourth year of his age, was the only son of the late James Williamson, Esq., of Bedale, Yorkshire. Mr. Williamson was born on the 12th of February, 1791. He served under articles in the office of Messrs. Atkinson & Bolland, of Leeds; was admitted in Easter Term, 1812, and after spending a short time in the office of Messrs. J. W. L. & J. M. Lowe, of Tanfield-court, Temple, commenced practice in Gray's-inn. He afterwards took the late Mr. Henry Hill into partnership, and eventually became senior partner in the firm of Williamson, Hill, & Co., now of 13, Sherborne-lane. He was an original member of the Incorporated Law Society, and of its club, but never took any active part in public professional matters, although frequently invited to do so. Mr. Williamson leaves a numerous family, including great grandchildren, and three sons and a grandson in the legal profession—viz., Mr. James Williamson, of Sherborne-lane; Mr. George Williamson, of the Equity Bar; Mr. E. W. Williamson, secretary to the Incorporated Law Society; and Mr. James Williamson, jun., of Sherborne-lane. Notwithstanding his great age, Mr. Williamson retained full possession of his intellect to the last.

MR. WILLIAM CHARLES LUARD.

Mr. William Charles Luard, solicitor and notary, of Cardiff and Llandaff, died suddenly at Gloucester, on the 3rd inst., while walking with his son. Mr. Luard was born in 1827. He was admitted a solicitor in 1848, and practised for a short time in Gray's-inn, but in 1854 he removed to Cardiff, and went into partnership with his uncle, the late Mr. Edward Priest Richards. The firm had a large business, and acted for many years as solicitors to the Bute Trustees. He was afterwards associated with Mr. Lewis Vincent Shirley, but more recently he had practised alone. In 1865 he succeeded his uncle as county treasurer for Glamorganshire, and he held that office till his death. About four years ago he received from the late Bishop Ollivant the appointment of registrar of the diocese of Llandaff, and he was also chapter-clerk of Llandaff Cathedral, and steward of the Marquis of Bute's Manors. Mr. Luard was a notary public, and a perpetual commissioner for Glamorganshire. He had been twice married, and he leaves two sons and one daughter.

MR. JOSHUA JULLIAN ALLEN.

Mr. Joshua Jullian Allen, of 20, Bedford-row, who was one of the oldest practising solicitors in London, died at Bath, on the 2nd inst., at the age of eighty-five. Mr. Allen was the son of the Rev. David Bird Allen, rector of Burton, Pembrokeshire, and was born in 1799. He was admitted a solicitor in 1821, and he had been for many years at the head of one of the leading firms in Bedford-row. He was formerly in partnership with his eldest son, the late Mr. Joshua Bird Allen, who was until his death in 1880, one of the chief clerks in the Chancery Division. More recently he was associated with a younger son, Mr. Charles John Allen, who was admitted a solicitor in 1854. Mr. Allen had a very extensive private practice, and his firm were acting under-sheriffs in London for Cardiganshire and the town of Carmarthen. He was a magistrate for Somersetshire and Pembrokeshire. He was married in 1821 to the only daughter of Mr. John Brooke.

MR. WILLIAM COPE.

Mr. William Cope, barrister, recorder of Bridgnorth, died at Shawbury, Shropshire, on the 8th inst. Mr. Cope was the son of Mr. William Henry Cope, of Holbeach, Staffordshire, and was born in 1813. He was educated at Bridgnorth School, and at Trinity College, Oxford. He was called to the bar at the Inner Temple in Michaelmas Term, 1840, and formerly practised on the Oxford Circuit. In 1858, on the passing of the Court of Probate Act, he was appointed by Sir Cresswell Cresswell to the office of district probate registrar at Shrewsbury, and he held that office till his death. He had also been recorder of the borough of Bridgnorth since 1871. Mr. Cope was married in 1843 to the daughter of Mr. George Stevens, of Old Windsor.

MR. JOHN LETHBRIDGE COWLARD.

Mr. John Lethbridge Cowlard, solicitor (the head of the firm of Cowlard, Cowlard, & Grylls), of Launceston, died on the 10th inst., at the age of seventy-two. Mr. Cowlard was born in 1812. He was admitted a solicitor in 1833, and he had practised for about fifty years at Launceston, where he had a large and important practice. He was, at the time of his death, associated in partnership with his son, Mr. Christopher Lethbridge Cowlard, who was admitted a solicitor in 1869, and with Mr. Charles Reginald Gerveys Grylls. Mr. Cowlard was a commissioner to administer oaths in the Supreme Court of Judicature, and in the Stannaries Courts, and he was for many years town clerk of Launceston, clerk to the Launceston Highway Board, and clerk to the magistrates for the Liftsa Hundred of Devonshire, and for the Launceston Division of Cornwall. Mr. Cowlard was buried at Egloskerry on the 15th inst.

CASES OF THE WEEK.

COURT OF APPEAL.

COMPANY—WINDING-UP PETITION—BARE TRUSTEE OF DEBT.—In a case of *In re The Ooregum Gold Mining Company*, before the Court of Appeal on the 15th inst., the question was raised whether the legal owner of a debt, who is a bare trustee of the debt, is entitled to petition alone for the winding up of the company. In the particular case the owner of a debt due by a company had assigned it (by an assignment in form absolute) for the purpose of enabling the assignee to petition for the winding up of the company. It was admitted that no consideration was given for the assignment, and that in equity the debt still remained the property of the assignor. The assignee petitioned in his own name, nothing being said about the assignment, and, in his affidavit in support of the petition, he deposed that the debt was due to him. The court (BAGGALLAY, BOWEN, and FRY, L.JJ.), without deciding that in no case could the legal owner of a debt due by a company, of which he was trustee for an absolute beneficial owner, petition alone for the winding up of the company, said that the facts ought to be truly stated in the petition. And, in the particular case, they allowed the petition to be amended (an offer so to amend having been made in the court below) by stating the facts and by joining the equitable owner of the debt as a co-petitioner.—COUNSEL, *Hastings*, Q.C., and *Grosvenor Woods; Seward Brice* and *Chaster; Pearson*, Q.C., and *Macaskie*. SOLICITORS, *Snell, Son, & Greenip; Beall & Co.*

COMPANY—WINDING UP—LOAN SOCIETY—WITHDRAWING MEMBERS—PRIORITY—COMPANIES ACT, 1862, s. 133.—In a case of *In re The Alliance Society*, before the Court of Appeal on the 13th inst., the question arose whether the members of a mutual loan society, which was being wound up voluntarily, who had given notices of withdrawal before the commencement of the winding up, were entitled to be paid out of the assets in priority to other members. Upon the construction of the rules of the society, the court held that the withdrawing members were entitled to priority. But the main question was whether the rules had any application after the commencement of the winding up. Kay, J., had held that the rules had no application after the winding up, but that, by virtue of section 133 of the Companies Act, 1862, the assets must be distributed rateably among all the members. And reliance was placed on the decision of Jessel, M.R., in *In re The Mutual Society* (L. R. 24 Ch. D. 425n.) as showing that this decision was right. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) held that the withdrawing members were entitled to priority, and that the contract as to withdrawal contained in the rules was not put an end to by the winding up. They said that they did not think that Jessel, M.R., intended to lay down as a general rule that, because, after a winding up, a fund could not be realized *modo et formâ* in the way prescribed by the rules, therefore the priority given by the rules was put an end to. If he did intend so to decide, their lordships could not agree with him. Their view was in accordance with that of the Court of Appeal in *In re The Blackburn and District Benefit Building Society* (L. R. 24 Ch. D. 421, 27 SOLICITORS' JOURNAL, 615), which was affirmed by the House of Lords on the 28th of November last.—COUNSEL, *Rigby*, Q.C., and *Rowden; Northmore Lawrence; Geare; Temple Cooke*. SOLICITORS, *J. D. Peard; B. C. Godfray*.

COMPANY—WINDING UP—BUILDING SOCIETY—PRIORITY BETWEEN MEMBERS—NOTICE OF WITHDRAWAL—WAIVER—ESTOPPEL.—In a case of *In re The Middlesborough Building Society*, before the Court of Appeal on the 14th inst., the question arose whether members of a building society, who had given notices of withdrawal in pursuance of the rules, had waived their rights under those notices, or were estopped from asserting them, by reason of their subsequent conduct. The rules provided that a member who should give a notice of withdrawal as to the whole of his shares should thereupon cease to be a member of the society. Some of the members who had given notice of withdrawal afterwards attended meetings of the society and voted thereat, and it was contended that, by so doing, they had waived their notices, or were estopped from saying that they were not continuing members of the society. The court (BAGGALLAY, BOWEN, and FRY, L.JJ.) held that there had been no such waiver or estoppel. BOWEN, L.J., said that, by the rules, a right was given to one party to the contract to elect to alter his position towards the other party. Whether he had so elected was a question of fact. If he had acted in such an ambiguous way as not to make it clear that he had elected to do so, the evidence of election would not be complete. If it was not clear that a member had given a notice of withdrawal, his attending at a meeting would be evidence that he had not elected to withdraw. But an election once made was irrevocable. The person electing had thereby altered his position, and had obtained new rights. If he afterwards wished to hark back to his old rights there must either be a new contract with the other party, or conduct on his own part which estopped him from saying that he had not resumed his old position. That this was the law in such cases had never been disputed. If a member of the society had once elected to withdraw, his afterwards attending at a meeting might be evidence that he had entered into a new agreement with the society to resume his old position. But in the present case, looking at the rules, there was not sufficient evidence of any such new contract; much more was necessary under the rules. If it could be shown that the member had so acted as to lead the society to alter its position, in the belief that he had resumed his old position, that might amount to an estoppel. But the evidence did not come up to this. BAGGALLAY and FRY, L.JJ., concurred.—COUNSEL, *Pearson*, Q.C., and *Buckley; Hastings*, Q.C., and *Seward Brice; Rigby*, Q.C., and *Dauney*. SOLICITORS, *Pitman & Son; Jackson & Evans; Finnis & Wylie*.

LUNACY—JURISDICTION—SALE OF UNDIVIDED SHARE OF LUNATIC IN REAL ESTATE—LUNACY REGULATION ACT, 1853, ss. 116, 124.—In a case of *In re Weld*, before the Court of Lunacy on the 19th inst., the question arose whether the court had, under section 124 of the Lunacy Regulation Act, 1853, jurisdiction to sanction the sale of an undivided share of real estate belonging to a lunatic to the owner of the other undivided shares. Reference was made to an unreported decision of Turner, L.J., in chambers, in a case of *In re Woolhouse*, on the 19th of March, 1855, in which he expressed an opinion that the 124th section of the Act did not contemplate the sale of an undivided share of an estate belonging to a lunatic, except in cases in which the owners of the other undivided shares concurred in the sale. The court (BAGGALLAY, BOWEN, and FRY, L.JJ.) were disposed to agree in this view, but it was not necessary to decide the point, because they held that, under the circumstances of the case, there was power to sanction the sale under section 116 of the Act.—COUNSEL, *Barber*, Q.C., and *F. G. Bagshawe; Dundas Gardiner*. SOLICITORS, *Palmer, Eland, & Nettleship; Gadsden & Treherne*.

LUNACY—VESTING ORDER—TRUSTEE OF ILLEGAL ASSOCIATION—COMPANIES ACT, 1862, s. 4.—In a case of *In re Siddall*, before the Court of Lunacy on the 19th inst., a question arose as to the making of a vesting order to vest land, held on trust for the members of a freehold land society, in new trustees who had been appointed in the place of a lunatic trustee. In the first instance the court (BAGGALLAY and FRY, L.JJ.) were disposed to think that the society was illegal under section 4 of the Companies Act, 1862, as being an association consisting of more than twenty persons, and formed for the purpose of carrying on a business that had for its object the acquisition of gain by the association or the individual members thereof, and not registered under the Act, and, therefore, the court were of opinion that they could not assist it by making a vesting order. On a further hearing and re-argument the court (BAGGALLAY, BOWEN, and FRY, L.JJ.) held, on the authority of *Crowther* v. *Thorley* (32 W. R. 330), which they thought was exactly in point, that, on the true construction of the society's deed, the business was to be carried on by the trustees merely, not as agents for the members of the association, and that, consequently, registration under the Act was not required. They, therefore, made the vesting order.—COUNSEL, *Byrne*. SOLICITORS, *Ridsdale & Son*.

VENDOR AND PURCHASER—SALE BY TRUSTEES—DEPRECIATORY CONDITIONS—VALIDITY.—In a case of *Dunn* v. *Flood*, before the Court of Appeal on the 15th inst., a question arose as to the validity of depreciatory conditions of sale upon a sale of real estate by trustees. The land in question was devised by H., who died in 1823, to his wife for life, and after her death to trustees, on trust for sale. The wife died in 1871, and in April, 1872, the land was sold by the trustees and conveyed to S. In June, 1872, S. conveyed the land to J., who entered into a covenant with S. that his heirs and assigns would not carry on, or permit to be carried on, upon the land the trade of a brewer, hotelkeeper, innkeeper, victualler, &c. In October, 1872, J. conveyed the land to N. N., by his will, devised all his real estate to trustees, on trust for sale. He died in August, 1882, and in November, 1882, his trustees put up the land comprised in the deed of October, 1872, for sale by auction in thirty-two lots, subject to a number of conditions. The fourth condition was that the vendors would deliver to the respective purchasers an abstract of title to the several lots, commencing with the deed of October, 1872, and that "every recital or statement in any abstracted document should be deemed conclusive evidence of the fact or matter recited or stated therein, or to be assumed or implied therefrom." The sixth condition provided that the respective lots were sold subject to the existing tenancies, restrictive covenants, easements, quit rents, and other incidents of tenure (if any) affecting the same; and that the respective purchasers should covenant in their respective purchase deeds to observe and perform the stipulations and restrictive covenants comprised or referred to in the several abstracted muniments of title, so far as the same might relate to the property purchased by them respectively, and to indemnify the vendors. There were also some "general conditions," one of which provided that the purchaser of each lot should enter into a restrictive covenant in the terms set forth in the condition, which terms were identical with those of the restrictive covenant by J. contained in the deed of June, 1872. At the sale the defendant to the present action was declared to be the purchaser of thirteen of the lots. He declined to complete his purchase, on the grounds (*inter alia*) that the vendors, being trustees for sale, ought not by the conditions to have limited the commencement of the title to the deed of October, 1872, and that the extent of the restrictions did not sufficiently appear in the conditions. The vendors brought the action for the specific performance of the contract. North, J. (32 W. R. 197, L. R. 25 Ch. D. 629), held that there was no sufficient reason for limiting the commencement of the title to the conveyance to the testator; that the sixth condition was objectionable; and that the condition that every recital should be deemed conclusive evidence was unjustifiable. And his lordship dismissed the action, with costs. The decision was affirmed by the Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.). BAGGALLAY, L.J., said that trustees for sale, however wide their powers might be, were bound to exercise their trust in a reasonable and proper manner, and must not rashly or improvidently introduce a depreciatory condition for which there was no necessity. As to the fourth condition, which limited the length of the title, having regard to the fact that the land was sold in thirty-two small

lots, his lordship was of opinion that such a condition would save expense to both vendors and purchasers, and was not unreasonable, and that the trustees could not be blamed for having inserted it. As to condition 6, inasmuch as there were no existing tenancies, and no restrictive covenants except those set forth in the general conditions, the effect of this condition was to suggest to an intending purchaser that his purchase might be subject to burdens and possible liabilities which were not disclosed, and in respect of which there was not that condition for compensation which was frequently inserted, and if inserted here might have had some bearing on the case. His lordship was aware that it was very much the custom to use such wide conditions as these, and, of course, an absolute owner would be fully entitled to do so; but it was incident to the position of trustees to be surrounded by pitfalls to which other persons were not exposed. In this case the trustees had acted in perfect good faith, but still the insertion of such a condition of sale was very careless, as being calculated to deter purchasers by suggesting liabilities on the property which had no existence. In his opinion the sixth condition of sale was depreciatory, and the trustees could not maintain the action. BOWEN and FEY, L.JJ., concurred.—COUNSEL, *Everitt*, Q.C., and *MacSwinney*; *W. W. Karslake*, Q.C., and *W. H. King*. SOLICITORS, *H. D. Marshall*; *G. T. Powell*.

CRIMINAL INFORMATION—LIBEL—FIAT OF DIRECTOR OF PUBLIC PROSECUTIONS—NEWSPAPER LIBEL AND REGISTRATION ACT, 1881 (44 & 45 VICT. c. 60), s. 3.—In the case of *Yates* v. *The Queen*, before the Court of Appeal, No. 1, on the 16th inst., the question was whether it is a condition precedent to the filing of a criminal information for a newspaper libel that the *fiat* of the Public Prosecutor has been obtained in accordance with section 3 of the Newspaper Libel and Registration Act, 1881. By that section it is enacted that "no criminal prosecution shall be commenced against any proprietor, publisher, editor, or any person responsible for the publication of a newspaper for any libel published therein, without the written *fiat* or allowance of the Director of Public Prosecutions in England, or her Majesty's Attorney-General in Ireland, being first had and obtained." A criminal information was filed against E. Yates at the suit of Lord Lonsdale for a libel published in a newspaper of which E. Yates was the proprietor. The then defendant only pleaded that the *fiat* of the Public Prosecutor had not been obtained under section 3 of the Act. By the judgment of the Queen's Bench Division E. Yates was sentenced to four months' imprisonment as a misdemeanant of the first division, but execution was stayed and a writ of error obtained on the ground that the *fiat* of the Director of Public Prosecutions had not been obtained. By a judgment of a Divisional Court on a motion to quash the rule absolute for the information, and to take the information off the file, it had been previously decided by Field, Denman, and Mathew, JJ. (Lord Coleridge, C.J., and Hawkins, J., dissenting), that the section was not applicable to a criminal information: see L. R. 11 Q. B. D. 750, 32 W. R. Dig. 116. The Court of Appeal (BRETT, M.R., COTTON and LINDLEY, L.JJ.) affirmed the judgment. BRETT, M.R., said that the question was whether the leave of the Public Prosecutor was a condition precedent to the jurisdiction of the court, and not merely whether it was a regulation which might or might not be waived, or whether there had been a mere error of procedure. The first thing to determine was whether section 3 of the Act of 1881 applies to criminal informations for newspaper libel at the suit of private prosecutors. It was said that section 2 clearly applies to such informations; that the term "criminal prosecutions" in the preamble of the Act must so apply, and, therefore, that section 3 should be applied in the same way. Section 2 did so apply, but the word there was "proceeding," a far larger term than "criminal prosecution." But sections often go beyond the preamble, as in the case of section 6; therefore the construction of section 2 afforded no assistance. The construction of the term "criminal prosecution" would be the same in the preamble as section 3. The statutes in *pari materiâ* rather tended against the argument, for they showed that when Parliament desired to deal with prosecution by way of indictment and information, either words were used which must have comprised both, or distinctive phraseology was used. It could not be maintained that the term "criminal prosecution" was ordinarily used by lawyers as comprising both, although in strictness it would include prosecution by bill of indictment by a grand jury, prosecution before a magistrate, and prosecution by criminal information. In such a case, the rule of construction is that, if it can be shown that a specific case which may be included in an enactment is not within the mischief of the enactment, and that to include it would lead to an absurdity in the administration of the law, then the court ought to hold that that case is not so included. The mischief against which the statute was directed was that newspaper proprietors might be harassed by frivolous prosecutions as no justification can be heard by a grand jury or a magistrate. But that mischief does not exist in the case of a prosecution by criminal information, for the defendant has the opportunity of showing cause against the rule. It was the same in the case of *ex officio* information by the Attorney-General. If the enactment applied to one it applied to both; therefore the test was whether, in either class of criminal information, the application of the enactment would produce absurdity. The commencement of a prosecution by criminal information is the filing of the information. Therefore, the *fiat* of the Director of Public Prosecutions (if necessary) would have to be obtained before then. But it could not have been intended that the director should have power, by refusing his *fiat*, to overrule the decision of the court, and that the Attorney-General should be overruled by his subordinate. Such a view would involve an indecent absurdity in the administration of the law. Section 3 applied to criminal prosecution by indictments, and to proceedings before magistrates. Section 6, which incorporated the Vexatious Indictments Act, was an alternative section, and, if the consent of a judge or the Attorney-General has been obtained, the *fiat* of the director is not necessary. Therefore, section 3 was not applicable either to criminal information at the suit of a private prosecutor, or *ex officio* by the Attorney-General. Even if it did apply, his lordship doubted whether the obtaining the *fiat* would be a condition precedent to the jurisdiction, and not a mere error of procedure which might be waived. COTTON and LINDLEY, L.JJ., gave judgment to the same effect. The court made an order under 16 & 17 Vict. c. 32, s. 4, in accordance with the judgment of the Divisional Court.—COUNSEL, *C. Russell*, Q.C., *Poland*, and *Box*; *Sir H. James*, A.G., and *Danckwerts*. SOLICITORS, *Lewis & Lewis*; *Horne & Murray*.

HIGH COURT OF JUSTICE.

WILL—CONSTRUCTION—"CHILDREN."—In a case of *Nicholson* v. *Kirk*, before Pearson, J., on the 19th inst., a question arose as to the construction of the word "children" in a will. A testator, by his will, gave the residue of his estate in fourths—one-fourth to the children of his late brother W.; another fourth to the children of his late brother J.; another fourth to the daughters of his late brother A.; and the remaining fourth to a nephew of the testator by name. At the date of the will, and at the date of the testator's death, there were children living of the brother W., but at neither of those dates were there any children of J. living. There were, however, at the date of the will, and at the date of the testator's death, grandchildren of J. living, and there was evidence that the testator knew these facts. The question was whether the meaning of the word "children" could be extended, and construed so as to include grandchildren of J. or issue generally. It was contended that, inasmuch as the testator knew the facts, and the gift to the children of J. would be inoperative if the meaning of the word was not extended, the word ought to be construed as including grandchildren and great grandchildren, or at any rate grandchildren. PEARSON, J., refused to construe the word children otherwise than in its natural literal sense. He was of opinion, upon the authorities, in particular *Moor* v. *Raisbeck* (12 Sim. 123) and *Pride* v. *Fooks* (3 De G. & J. 252), that the rule was this—that the word "children" in a will could not be construed as meaning anything but "children," unless, upon the construction of the will itself, the court came to the conclusion that the testator intended to use the word in a wider sense. The mere fact that, if the word was not construed in a wider sense, the gift in which it occurred would be inoperative, was not a sufficient reason for extending the natural meaning of the word. And in the present case the use of the word "children" in the gift of the first one-fourth to the children of W., in which it could not be construed in any but its literal sense, negatived the notion that the testator intended to use the same word in the gift of the second one-fourth in a different sense.—COUNSEL, *Stallard*; *Levett*; *E. S. Ford*; *Cozens-Hardy*, Q.C., and *A. D. Stallard*. SOLICITORS, *W. H. Stallard*; *Bolton, Robbins, & Busk*.

COMPANY—WINDING UP—SUPERVISION ORDER—RESTRAINING PROCEEDINGS IN SCOTCH COURT—EX PARTE ORDER—COMPANIES ACT, 1862, ss. 87, 122, 151.—In a case of *In re The Middlesborough Firebrick Company*, before Pearson, J., on the 17th inst., a question arose as to restraining proceedings by creditors in a Scotch court against a company, on the making of an order to continue the voluntary winding up of the company under the supervision of the court. The company was an English one, but it had a leasehold mine and some other assets in Scotland, and some Scotch creditors had commenced proceedings against the company in a Scotch court, and proceedings in the Scotch courts were threatened by other creditors. The company having resolved on a voluntary winding up, a creditor petitioned for an order to continue the voluntary winding up under the supervision of the court. The company did not oppose the petition. The petitioner also asked *ex parte* for an order to restrain the Scotch creditors from proceeding against the company in the Scotch courts. Reliance was placed on the general power given to the court by sections 85 and 87 of the Companies Act, 1862; the power given to the court by section 122 to enforce its orders in Scotland and Ireland by the aid of the Scotch and Irish courts; and on the decision of Jessel, M.R., in *In re International Pulp Company* (L. R. 3 Ch. D. 594). In that case an order was made restraining proceedings in Ireland by a creditor against a company which had been ordered to be wound up in England, but the order was made upon notice to the creditor, who was heard in opposition to the application. PEARSON, J., made a supervision order, and then made a separate order restraining the proceedings of the Scotch creditors. He said that the creditors would be able, if they chose, to move to discharge the order.—COUNSEL, *Solomon*; *Butcher*. SOLICITORS, *Ingledew, Ince, & Colt*.

HUSBAND AND WIFE—AGENCY—JOINT CURRENT ACCOUNT—SURVIVORSHIP.—In the case of *In re Pattinson, deceased, Graham* v. *Pattinson*, before Chitty, J., on the 20th inst., the question arose whether a sum of £970, standing at the testator's death to the joint account of the testator and his widow, passed to the latter as her absolute property. The testator, who was a farmer, by his will, made in 1875, gave all his property to his wife for life, and after her death or second marriage to their only son absolutely. In 1879 he made a codicil empowering his widow during her life interest to carry on his farming business. In 1881 he paid the sum of £700 into a bank to the joint account of himself and his wife, and at other times paid further sums to the like account. This account was never made use of by his wife, but the testator alone used it, but never reduced the balance below the £700 originally paid in. The £970 was the major portion of the testator's property. Evidence was given of conversations

between the testator and his wife, and also between him and the bank cashier, as to his intention of benefiting his widow by opening the joint account. It was submitted on behalf of the executor of the will that there had been no transfer passing the legal ownership to the widow, and that the executor alone could sue for the money. The test was, in whom did the right of action lie. In support of this view *Lloyd* v. *Pughe* (21 W. R. 346, L. R. 8 Ch. 88) was cited. CHITTY, J., said that, on the circumstances of the case and the evidence of the widow, corroborated by the cashier, he held that there was an intention shown by the testator to benefit the widow, and that she was not his agent or trustee for the sum standing to the joint account. The circumstance that the widow had never made use of the account for the purposes of the business, in fact, had never acted as her husband's agent, went far to show that the money was intended for her benefit on his death. It was said that there was no legal right in the wife, as the contract with the bankers was with the husband alone; but there was a distinction between suing on a contract and what amounted to a performance of a contract. If the bank cashed the cheques of the widow, that would have been a performance of the contract with the husband, and if before action brought by the executor the bank paid over the whole sum on the widow's demand, such payment would be a complete answer to the executor. The widow was entitled to the original £700, and also to its subsequent accretions, with interest.—COUNSEL, *Ince*, Q.C., and *Carson*; *Waggett*; *Romer*, Q.C., and *Stuart Macaskie*; *M. W. Mattinson*. SOLICITORS, *Bompas*, *Bischoff*, & *Dodgson*, for *J. L. Pattison*, Whitehaven; *Helder* & *Roberts*.

COPYRIGHT ACT, 1842, ss. 2, 6—"BOOK"—PRINTED FACE OF FORECAST BAROMETER.—In the case of *Davis* v. *Committi*, before Chitty, J., on the 20th inst., the question arose whether the printed face of a "forecast barometer" was a "book" within the definition of the Copyright Act, 1842, s. 2, which enacts that a book shall be construed to mean and include, amongst other things, "every sheet of letterpress map, chart, or plan separately published." CHITTY, J., said that the face of the barometer was but a necessary part of the instrument, and if separated therefrom was not intended to have, and, in fact, had no use or meaning whatever. Regarded as a card apart from the barometer, it not only foretold nothing, but told nothing. By reading the printed matter on the face alone no intelligible proposition could be arrived at, and to make it speak it must be read in connection with the instrument, and not so much in connection with the instrument's hands or indices as with the mercury column, the manipulation of the hands depending on the height of the mercury. As a matter of fact, the face had never been separately published, or in any manner used as a separate publication. By itself it was not a chart in the sense of being a weather chart. He also held that it was not a sheet of letterpress separately published, and, therefore, not a book within the meaning of the Act. In confirmation of that view, regard might be had to section 6 of the Act, requiring a copy of the whole of every book to be sent to the British Museum. If the face was a book, a delivery of the face would be a compliance with the Act, although the face by itself was without use or meaning. The necessity of delivering the barometer as the whole book reduced the position to an absurdity. Furthermore, it would be strange if an inventor of a barometer could obtain a patent, and protect his invention for fourteen years, and at the same time, for all practical purposes, secure a monopoly for, at least, forty-two years by registering the face under the Copyright Act, 1842. The face of the barometer was not within the Act.—COUNSEL, *Macnaghten*, Q.C., and *Maclean*; *Aston*, Q.C., and *Jason Smith*. SOLICITORS, *Sharon G. Turner*; *F. A. Lewty*.

BANKRUPTCY CASES.

BANKRUPTCY—REPUTED OWNERSHIP—SEPARATE ESTATE OF BANKRUPT'S WIFE IN BANKRUPT'S POSSESSION—MARRIAGE CONTRACT MADE IN FOREIGN COUNTRY.—In a case of *Ex parte Sibtt*, before the Court of Appeal on the 16th inst., a question arose as to the right of a trustee in bankruptcy to separate property of the bankrupt's wife which was in the possession of the bankrupt at the commencement of the bankruptcy. The bankrupt, a trader, was domiciled in England. He married his wife, who was a Prussian subject, in Prussia, and before the marriage a marriage contract in the Prussian form was entered into between the husband and wife. It was admitted by the trustee in the bankruptcy that the effect of this contract, construed according to the Prussian law, was that the wife became entitled for her separate use to all real and personal property belonging to her at the time of the marriage, and that all property which accrued to her after the marriage by donation or inheritance became her separate property, and stood in the same position as the property mentioned in the contract. No trustee of the separate property was appointed by the contract. After the marriage the husband and wife resided in England, where the husband carried on business, and ultimately he became a bankrupt in England. Some of the wife's separate property under the contract was at the commencement of the bankruptcy in the bankrupt's possession, and the trustee in the bankruptcy claimed it as being in the bankrupt's order and disposition as reputed owner. Mr. Registrar Pepys allowed the claim. The Court of Appeal (BRETT, M.R., and COTTON and LINDLEY, L.JJ.) reversed the decision, and ordered the property in question to be delivered up to the wife. BRETT, M.R., said that the marriage contract, being made in Prussia, must be construed according to Prussian law. It was admitted that the effect of the contract so construed was to give the property to the wife for her separate use. Then when the bankruptcy took place in England, the English law of bankruptcy applied. By the English law the husband was a trustee for his wife of her separate property if no other trustee had been appointed, and articles forming part of the separate property which were in his possession did not pass to his trustee in bankruptcy. COTTON and LINDLEY, L.JJ., concurred.—COUNSEL, *Winslow*, Q.C., and *G. W. Lawrence*; *Sidney Woolf* and *F. M. Abrahams*. SOLICITORS, *Alfred Howard*; *M. Abrahams, Sons*, & *Co.*

CASES AFFECTING SOLICITORS.

SOLICITOR—JURISDICTION TO STRIKE OFF ROLLS—APPLICATION IN COURT OF APPEAL—INJUNCTION TO RESTRAIN TAKING OUT CERTIFICATE—JUDICATURE ACT, 1873, s. 87.—In a case of *In re Mark Henry Whitehead*, before the Court of Appeal on the 21st inst., a question arose as to the jurisdiction of the Court of Appeal to entertain an application on the first instance to strike a solicitor off the rolls. The application was made by the official solicitor, by the direction of the Court of Appeal, in consequence of some facts which came before the court on the hearing of an appeal from a decision of the Vice-Chancellor of the Palatine Court of Lancaster in *The Northern Counties of England Fire Insurance Company* v. *Whipp* (L. R. 26 Ch. D. 482, 28 SOLICITORS' JOURNAL, 429). C., the manager of the company, had mortgaged property of his own to the company, and afterwards had made a second mortgage to W., concealing the first mortgage, and handing the title deeds, which were under his control as manager of the company, to W. When the fraud was afterwards discovered, the question arose which of the mortgagees was entitled to priority, and the Court of Appeal, reversing the decision of the Vice-Chancellor, held that the company had not been guilty of such negligence as to deprive them of priority. It was alleged that Whitehead, who was the solicitor of the company, and who acted as solicitor for C. in obtaining the loan from the second mortgagee, had been a party to this fraud. Notice of the application to strike him off the rolls was given to Whitehead, but he did not appear, nor did he file any affidavits in answer. He had, however, not practised as a solicitor, and had not taken out his certificate for several years. When the application was heard by the Court of Appeal, on the 12th inst., the question was raised whether that court had jurisdiction in the first instance, or, at any rate, whether they should exercise an original jurisdiction. The court (BAGGALLAY, BOWEN, and FRY, L.JJ.) then expressed an opinion that they had jurisdiction, but said that, before deciding to exercise it, they would consult the other members of the Court of Appeal. On the 21st inst., the court, without giving any reasons, decided to exercise the jurisdiction. BAGGALLAY, L.J., said that it appeared, from the affidavits, that Whitehead had concealed from the second mortgagee's solicitor the fact that the property was already mortgaged to the company, though he must have been perfectly well aware of it. He delivered up the title deeds, but kept back the mortgage. This was as gross misconduct on the part of a solicitor as could well be imagined. He had not chosen to answer the charge, and, if the court had thought fit to exercise its jurisdiction to its full extent, there was certainly a case for striking him off the rolls. They had, however, taken into consideration that it might be through negligence that he had omitted to answer the affidavits, and also that practically there was no appeal from the decision of this court. Moreover, the matters complained of happened six years ago, and Whitehead had not taken out a certificate for some years. The court would not, therefore, strike him off the rolls, but they would restrain him by injunction from renewing his certificate without the leave of the court. If he should hereafter desire to renew it, he could then come to the court and offer an explanation of his conduct. Their lordships thought that this order would be a sufficient protection to the public. Notice of the order must be given to the proper officer. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Stirling* and *F. W. Hollams*. SOLICITOR, *The Official Solicitor*.

COSTS—DISALLOWANCE—SOLICITOR—ADMINISTRATION ACTION—DELAY—RULES OF COURT, 1883, ORD. 65, R. 11.—In the case of *Furness* v. *Davis*, which came before Kay, J., on the 19th inst., on further consideration, a question arose as to the power of the court under the Rules of Court, 1883, ord. 65, r. 11, to disallow a solicitor his costs on the ground of the delay which had occurred in the prosecution of the action. The action was commenced in 1873 for the execution of the trusts of the will of Mary Davis, and for the administration of her real and personal estate, and a decree was made on the 31st of May, in that year, directing the usual class inquiries. The certificate was prepared in chambers in 1881, but it was not completed until the 5th of December, 1884. In 1876, John Messetter, one of the beneficiaries under the will who had liberty to attend, took out a summons for the conduct of the cause in consequence of the plaintiff's delay. The summons, after being allowed to drop, was restored in 1879, but no order was made upon it. In April, 1884, as the delay still continued, Messetter again took out a summons for the conduct of the cause, which was adjourned into court, and was ultimately ordered to stand to the hearing of the further consideration. The delay was attributed by the plaintiff to the difficulty of ascertaining the members of the several classes of beneficiaries, as they belonged to the costermonger and itinerant classes. The plaintiff had issued several advertisements for this purpose. KAY, J., said that in this case there had been a most enormous delay, which must be accounted for. The certificate was not obtained until more than eleven years after the original decree. Under ord. 65, r. 11, power was given to the court or a judge to refer the matter to a taxing officer for inquiry and report, and to direct the solicitor, in the first place, to show cause before such taxing officer. In this case his lordship, in directing the taxation of the costs, referred the matter specially to the taxing master, and directed him to inquire into the cause of the extreme delay which had arisen, and to make such disallowance of costs in respect thereof as he might think fit, and to call upon the solicitors engaged in

the conduct of the case to show cause why that disallowance should not be made. His lordship could not conceive why there should have been this delay. All there was to do was to issue the advertisements, and if the parties did not come in they would be excluded. Every day he received letters from parties who had been grossly injured by the delay that took place in the conduct of matters like this in the Chancery Division—letters begging and praying him to inquire into the matter, and to see how it was they were prevented from receiving their moneys by these delays in administration actions. Messetter would have liberty to attend the proceedings before the taxing master; the costs of both parties on his summons to be costs in the cause.—COUNSEL, *Hastings*, Q.C.; *Robinson*, Q.C.; *Kekewich*, Q.C.; *E. W. Byrne*; *E. Ford*; *W. Renshaw*; *H. W. Horne*; *Church*. SOLICITORS, *F. J. & G. J. Braikenridge*; *Clarence Harcourt*; *Carpenter & Son*; *Reep, Lane, & Co.*

SOLICITOR — ARTICLED CLERK — DEATH OF PRINCIPAL DURING TERM OF APPRENTICESHIP—RETURN OF PREMIUM.—In a case of *Ferns* v. *Carr*, before Pearson, J., on the 21st inst., the question arose whether, on the death of a solicitor during the term of apprenticeship of a clerk who has been articled to him, the clerk, or his guardian, is entitled to a return of a portion of the premium paid to the solicitor. The action was brought by the father of an articled clerk against the representatives of a deceased solicitor, to whom the clerk had been articled, for a return of part of the premium of £150 which had been paid to the deceased as the consideration for the articles. The articles were entered into in November, 1880, for five years, and the solicitor died in December, 1883. By the articles the solicitor agreed, in the usual form, properly to instruct his pupil. The solicitor had no partner to whom the pupil could be handed over. PEARSON, J., following the decision of the Court of Common Pleas in *Whincup* v. *Hughes* (L. R. 6 C. P. 78), and differing from that of Lord Cottenham, C., in *Hirst* v. *Tolson* (2 Mac. & G. 134), held that, there being only a partial failure of consideration, the action was not maintainable for a debt at law. If there was no debt at law, it was extremely difficult to say there was any equitable debt. That being so, he was thrown back upon the jurisdiction of the court over solicitors. He could understand that, solicitors being officers of the court, the court had a summary jurisdiction over them in respect of their conduct as solicitors. But he could not understand how that would enable the court to interfere in the matter of a contract between a solicitor and a third party, and say that that should be done which the judge might think according to morals ought to be done. That would really be to make the rules of the court vary, as Lord Eldon once said they did vary, according to the length of the foot of the Lord Chancellor. He thought he ought to follow the decision of the Court of Common Pleas.—COUNSEL, *D. Sturges*; *Ingle Joyce*. SOLICITORS, *Hamlin, Grammar, & Hamlin*; *Few & Co.*

SITTINGS IN BANKRUPTCY.

(Before Mr. REGISTRAR PEPYS).

Jan. 21.—*Ex parte Singleton, Re Singleton and Tattershall.*

This was an application by John Singleton, of the firm of Singleton & Tattershall, to pass his public examination. The bankrupts were solicitors in Great James-street, Bedford-row, and the registrar made a receiving order against them in April, 1884. Their joint statement of affairs returned liabilities amounting to £13,773, of which £10,149 were likely to rank against the estate, with assets £6,244. Tattershall is now undergoing a sentence of imprisonment for fraud. According to the report of the official receiver, Tattershall had the whole conduct of the business, and Singleton stated that he knew nothing of the assets or liabilities of the firm. Tattershall attributed his failure to a sequestration issued against the firm under an order of the Chancery Division, dated the 21st of March, 1884, for £8,564, and he stated that he was unable to account for the deficiency.

J. Linklater appeared for the trustee.

The bankrupt, upon examination, said that, although appearing as a partner in the firm of Singleton and Tattershall, he was merely an annuitant, and received £300 per year, in addition to £150 for keeping the books of the firm.

His HONOUR allowed the bankrupt to pass.—*Times*

CENTRAL CRIMINAL COURT.

(Before HUDDLESTON, B.)

Jan. 15.—*Reg.* v. *Long and others.*

Thomas Long, George Fletcher Walker, and William Jones were charged with a conspiracy to murder a certain child.

Poland, and *Eyre Lloyd*, conducted the prosecution for the Treasury.

Besley, and *Ernest Beard*, appeared for Walker.

At the conclusion of the case for the prosecution, *Besley* intimated that he should have to call a witness for Walker. A difficulty arose as to whether *Poland* should speak last and sum up the case against the other defendants, who did not wish to call evidence.

HUDDLESTON, B., said that the matter had been discussed at a recent council of judges, and they had come to the conclusion that unless the Attorney-General was himself personally present, his deputy should not reply and have the last word except witnesses were called for the defence. A somewhat celebrated case was tried recently, in which the question was raised, Mr. Charles, who represented the Attorney-General, claiming a right to reply, although witnesses were not called for the defence. It had been decided by the judges that, as the Attorney-General was represented by a deputy in all Government prosecutions, the question was whether it was expedient that the deputy should have the right to reply. A large majority of the judges held that it was inexpedient that that course should be recognized. For the future, therefore, the Attorney-General's deputy would not have a right to reply where witnesses were not called for the defence; but where witnesses were called for the defence, then, of course, the counsel for the prosecution had a right to reply, and he could not sever his reply, but, he took it, must reply generally. In this case, if witnesses were called by one of the defendants Mr. Poland must reply; and it would be monstrously inconvenient that there should be two speeches by the counsel for the prosecution in reply.

SOCIETIES.

HULL INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held in the society's hall, Lincoln's-inn-buildings, Hull, on Monday evening, the 19th inst. The president (Dr. A. K. Rollit) occupied the chair, and there were also present Messrs. C. F. Shackles (vice-president), J. J. Thorney, H. Birks, H. N. Babington, J. Cook, T. Priestman, F. A. Scott, A. Bantoft (of Selby), R. H. Barker, T. F. Farrell, H. Firth, C. E. Gresham, R. Middlemiss, T. Pearce, R. H. Dawe (town clerk), G. B. Harland, J. H. Green, A. A. Kingdon, J. W. Mills, G. L. Shackles, R. H. Winter, J. J. Underwood, A. L. Salmon, A. Gilby-Cook, T. B. Redfern, C. R. Moore, T. L. Locking, R. E. Johnson. E. C. Boden, A. M. Jackson, J. Allen Jackson (treasurer), and J. T. Woodhouse (hon. sec.).

The report of the proceedings of the society during the past year was presented.

The President, having to leave early, briefly addressed the members, and alluded to the very satisfactory increase in the number, a point to which he had specially directed his attention during the past year. For many reasons connected with his mayoralty and otherwise, which they all knew, he had not been able to give that time and attention to the business of the society which he should otherwise have been desirous of doing, but he hoped he had been the means of creating at least some additional interest in the society's proceedings, and in adding considerably to its finances. Commenting on the operation of the new Bankruptcy Act, the president said that he (as registrar) was having some statistics compiled as to the business in the Hull Court, but he might, speaking roughly, say it was about half only of that done in previous years. Whether it was that the influence of the Act was operating as a deterrent to debtors, or whether it was because the Act was a *terra incognita* into which debtors and creditors alike were unwilling to enter, he did not know, but the fact remained that the business done was very little, and the court was not likely to prove attractive so long as the present scale of professional remuneration existed, and which he was glad to say the Council of the Incorporated Law Society were using their best endeavours to improve. After alluding to the work that had been done in connection with the Yorkshire Registries Act, and expressing his opinion that it was an ill-drawn Act, the president stated what he had, as mayor, done with respect to the local court of record, and what he hoped might be accomplished; and, in conclusion, thanked them for the kindness and consideration they had shown to him whilst occupying the chair, which he esteemed as a great honour, and hoped that he relinquished it without its losing any of that lustre which had always attached to it.

The president having left, Mr. Shackles, as vice-president, took the chair, and, before proceeding with business, moved the following resolution:—"That this society, in annual general meeting assembled, desires to express to the president (Dr. Rollit) its deep sympathy and condolence with him in the sad bereavement which he has so recently sustained by the death of the mayoress (Mrs. Rollit)."

Mr. Thorney, as the senior member present, seconded the motion, which was carried by the members all rising.

Mr. Shackles then moved the adoption of the report, which was seconded by Mr. Birks, and carried, as was also the adoption of the treasurer's financial statement. The following gentlemen were then elected the officers and council for the ensuing year:—President, Mr. C. F. Shackles; vice-president, Mr. J. J. Thorney; hon. secretary, Mr. J. T. Woodhouse; treasurer, Mr. J. A. Jackson; council, Messrs. A. M. Jackson, E. Laverack, H. Birks, T. Priestman, J. Cook, and T. Farrell, with the ex-president, Dr. Rollit; Messrs. C. E. Gresham and R. H. Winter were elected auditors.

The members then considered the proposed new rules and scale of costs under the Bankruptcy Act, 1883, adopted by the Council of the Incorporated Law Society of the United Kingdom, and, after some discussion thereon, Mr. J. T. Woodhouse moved, and Mr. A. M. Jackson seconded, and it was unanimously resolved, "That this society approves of the proposed rules and scale of remuneration to solicitors under the Bankruptcy Act, 1883, adopted by the Council of the Incorporated Law Society, and earnestly trusts that the Lord Chancellor will forthwith authorize the adoption thereof, and that a copy of this resolution be sent to the secretary of the Associated Provincial Law Societies." After the transaction of other business the meeting terminated.

The following are extracts from the report of the council:—

The number of members now on the register is 90, being the largest number ever enrolled.

The Bankruptcy Act, 1883.—Prior to this Act coming into operation, the council received a draft of the proposed new rules, and several alterations were suggested therein, many of which were adopted. The question of the professional charges allowed by the scales under the Act was considered at a general meeting of the society, when a resolution was passed, and sent to the Board of Trade, pointing out the detrimental effect occasioned thereby to the interests of the public, as well as of the profession. This opinion the council find to be generally shared throughout the country, and a special committee of the Incorporated Law Society of the United Kingdom has the matter under its consideration, and will shortly, it is expected, present a report. In the meantime it is stated that the authorities have it in contemplation to issue a revised and more liberal scale of remuneration.

Yorkshire Registry Act, 1884.—Two Bills were introduced into Parliament last session, dealing with the appointment of the registrars of the three Ridings of Yorkshire, and with the existing practice of registration; and also proposing several alterations seriously affecting the law as to real property within the county, including our own town. One of the Bills was prepared on behalf of the county justices, and brought in by Mr. Dundas, the other by Mr. Dodds, M.P. for Stockton. Both of these Bills were referred to a sub-committee, by whom they were carefully considered; and Mr. C. F. Shackles, your vice-president, was appointed to attend a conference of the Yorkshire law societies, at Leeds, on the 27th of February last. At this conference a joint committee was appointed to carry out the resolutions of the meeting, and Mr. Shackles was made a member of that committee to represent the East Riding, and took a most active part in its proceedings. The joint committee prepared an elaborate report, which was forwarded to the Select Committee of the House of Commons, to which the two Bills had been referred, presided over by the Rt. Hon. G. Osborne Morgan, Judge-Advocate General. The joint committee also endeavoured, but without success, to induce the Select Committee to receive evidence on behalf of the Yorkshire law societies. The deputation, however (including Mr. Shackles), were present at the House of Commons during the sittings of the Select Committee in June last, and in constant communication with its members, watching the progress of the measures, and bringing before the committee in many conferences with members the several amendments and suggestions which had been most carefully prepared. Though some of the suggested amendments were made in the Bill of Mr. Dundas which was adopted by the committee, there are many which did not meet with acceptance by the Special Committee, and there was no consideration of the Bills by the House of Commons itself; whilst the Bill was rapidly passed through the House of Lords, and it was quite clear that an amending Act will very shortly have to be passed. The council have pleasure in acknowledging the eminent services rendered to the society by Mr. Shackles, who has attended many meetings, both in Leeds and London, and spared neither time nor labour in watching in the interests of our town and the Riding this important measure, and has made many valuable suggestions as to the amendment thereof. New rules regulating the practice under the Act are being prepared by the county authority, and the council have been in constant communication with the clerk of the peace thereon. Drafts of the new rules have been submitted to the council for their consideration, and a great many suggestions for amending and improving the same have been made and submitted to the county authority for their consideration and approval. Mr. Birks has rendered valuable assistance to Mr. Shackles and the sub-committee in this matter, which the council hereby acknowledge. The new Act comes into operation on the 1st of January, 1885, and creates great alterations in the law and practice of registration, which require most serious and careful consideration by every practitioner. Amongst the changes effected may be mentioned the following—viz.:—1. From the 1st of January, 1885, the register will be notice of every instrument upon it, and, therefore, no interest in real or leasehold estate can be safely dealt with without search. 2. Priority according to date of registration will be given to all assurances—*i.e.*, to every instrument transferring or affecting any estate or interest in real or leasehold property—except agreements. 3. Practice of obtaining immediate loans on deposit of title deeds cannot be safely followed. 4. The machinery of registration rendered more elaborate and complex—*e.g.*, description of lands for the register not apparent by the deeds, but required by the Act and Rules, necessitating minute and careful inquiry. 5. Memorials will in future be written or printed on paper instead of parchment. The deed and memorial may be sent to the office by post, and the execution of the deed is not verified by oath of attesting witness, and memorial may be attested by one witness only, who has attested the execution of the deed. 6. Plans indorsed on deed must be copied on or annexed to memorial. 7. Statutory receipts on building society's mortgages are to be deemed deeds and registered. 8. No unstamped document can be registered, and registrar may refuse to receive documents for registration if he considers them insufficiently stamped or not in conformity with the Act or Rules. 9. The registration of a document may be valid as to some lands and invalid as to others—by omission to mention all the parishes or townships in the memorial. Every parish in which lands affected by the deed is situate must be specially named in the memorial. But whether the deed is to agree with the memorial in this respect is at present an open question. A parish means a place for which a separate poor rate may be made.

Chancery Business.—A special committee of the judges has been sitting for some time to consider the question of providing further facilities for conducting chancery business in district registries. Full information has been furnished on the subject to this committee, which has been supplied by the courtesy of the registrar. The following table shows the number of chancery writs issued in the Hull Registry from November, 1875, to November, 1884:—

In	1875	3 writs issued.
,,	1876	6 ,,
,,	1877	4 ,,
,,	1878	4 ,,
,,	1879	12 ,,
,,	1880	11 ,,
,,	1881	10 ,,
,,	1882	5 ,,
,,	1883	7 ,,
,,	1884 (up to November 28)	3 ,,

SOLICITORS BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst.; Mr. J. Anderson Rose, in the chair. The other directors present were Messrs. S. Hurry Asker (Norwich), W. Beriah Brook, Edwin Hedger, R. Pennington, Henry Roscoe, Philip Rickman, Harry S. Styan, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £170 was distributed in grants of relief; three new members were admitted to the association, and other general business was transacted. The chairman read a letter from John Hollams, Esq., consenting to preside at the twenty-fifth anniversary festival of the association, which was then fixed for Wednesday, June 10, at the Star and Garter Hotel, Richmond, Surrey.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The Council of Legal Education have made the following appointments for the year ending January 10, 1886:—

Jurisprudence, including International Law, Public and Private—Roman Law—and Constitutional Law and Legal History.—Joint Professors—Frederic Harrison, Esq.; James Bryce, Esq. Joint Examiners—W. A. Hunter, Esq.; J. E. C. Munro, Esq.

Equity.—Professor—Thomas H. Fischer, Esq., Q.C. Examiner—H. A. Giffard, Esq., Q.C.

The Law of Real and Personal Property.—Professor—William Barber, Esq., Q.C. Examiner—T. C. Wright, Esq.

The Common Law.—Professor—Frederick Pollock, Esq. Examiner—Hugh Cowie, Esq., Q.C.

December Examination, 1884, on the subjects of the lectures of the professors of the Inns of Court, held at Lincoln's-inn Hall on the 16th and 17th of December, 1884.

The Council of Legal Education have awarded the following prizes to the undermentioned students:—

Roman Law, Jurisprudence, and Private International Law.—Satyendra Prasanna Sinha, of Lincoln's-inn, £50; John Ward Blagg, of Lincoln's-inn, £25; Emmanuel Elliott Pollard, of Gray's-inn, £15; Herbert James Hay Mackay, of the Middle Temple, £10.

Common Law.—Edward John Chalmers Morton, of the Inner Temple, £50; Jitendra Nath Palit, of the Middle Temple, £25; Robert Byerley Parkes, of Gray's-inn, £15; Joshua Gittens Knight, of the Middle Temple, £10.

Real and Personal Property Law.—Alfred Hull Dennis, of the Inner Temple, £50; Eric Blackwood Wright, of the Middle Temple, £25; Lupton Topham Topham, of the Middle Temple, £15; William Hepworth Mercer, of the Inner Temple, £10.

Equity.—Alfred Pattullo, of Lincoln's-inn, £50; Francis Theodore Duka, of the Inner Temple, £15; Alexander Graham, of Lincoln's-inn, £10.

The council have also awarded to the student who obtained the greatest aggregate number of marks in the subjects of the lectures given by two of the professors—viz., in Equity and Real and Personal Property Law—Thomas Crossley Eastwood, of Gray's-inn, a prize of £70.

INNS OF COURT.

Hilary Examination, 1885.

General examination of students of the Inns of Court, held at Lincoln's-inn Hall, on the 18th, 19th, 30th, and 31st of December, 1884, and the 1st and 2nd of January, 1885.

The Council of Legal Education have awarded to David Lewis Harris, of the Middle Temple, and Thomas Moffitt Stevens, of Gray's-inn, studentships in jurisprudence and Roman law of one hundred guineas, to continue for a period of two years; and to Leopold Maximilian Percy Firminger, of Gray's-inn, a studentship in jurisprudence and Roman law of one hundred guineas, for one year.

The council have also awarded to the following students certificates that they have satisfactorily passed a public examination:—John Alexander Anderson, Edward Francis Bigg, Arthur Lynn Bristowe, Francis George Bury, Thomas Reginald Colquhoun Dill, Robert Donaldson, George Thorn Drury, Rowland Metzner Estcourt, Herbert George Fordham, Charles Alexander Spencer Garland, Thomas Lynedoch Graham, Herbert Heape, Alfred Valentine Holland, Douglas Lyon Holms, Thomas O'Hara Horsman, Alfred Arthur Hudson, Samuel Henry Jeyes, Walter Guy Coffin Kirkwood, Arthur Lawrence, John Louis Mitchell, George Edward Moke,

Reginald Mortimer Higgs Jones Mortimer, Joseph Shaw Mulholland, Benjamin Oakes, Arthur Oldham, Henry Percy Owen, Peter George Stanhope Payne, George Herbert Powell, Walter Loudoun Spofforth, Alfred Edward Staniland, Harry Lushington Stephen, Walter Henry Syfret, Thomas Ernest Trollope, Lewis Wilkin, and Thomas Marchant Williams, of the Inner Temple; Robert Staunton Bunch, Thomas Bourchier Chilcott, John Roche Dasent, Arthur La Trobe Foster, Gerald Aubrey Goodman, John Rickman Knight, Joshua Gittens Knight, Martial Louis Auguste Nöel, Jitendra Nath Palit, William Henry Christopher Payne, Cecil Ernest Pigott, Lewis de Teissier Prevost, Mohamed Rafique, Frederick Ritter, John Hugh McAuley Ryan, John Paul Rylands, Joseph Thompson, and Walter Frederick Wilson, of the Middle Temple; Alfred Armitage Baker, Edward Arthur Lionel Batters, Richard Cuming Benson, Arthur Rawson Birks, Thomas Barclay Cockerton, Henry St. John Dawson, David William Fenn, Francis Peter Gervais, William Llewellyn Hacon, Kumar Shri Harbhamji, Ernest Edward Hutton, Thomas Richard Lee, Charles Prestwood Lucas, Robert William Tarn Mitchell, John Lionel Alexander Monckton, Alfred Chilton Pearson, Winfrid Alured Comyn Platt, Leonard Francis Potts, George Arthur Rimington, and Herbert Gerald Taaffe, of Lincoln's-inn; and Edward Clayton, George Knowles Paley, and Thomas Henry Richmond, of Gray's-inn, Esqs.

The following students passed a satisfactory examination in Roman law:—Ibrahim Ahmed, Harry Armytage, George Ranken Askwith, James Robertson Bell, Evan Edwin Brook, Kenworthy Brown, Richard Chambers, Ramdas Chubildas, Frederic Astley Darbishire, Frederick Lewis Davis, George de Reuter, Peter Yeames Gowlland, Richard Harington, Charles Lushington Hickley, William Tudor Howell, Neville Paul Jodrell, Frederick Theodore MacDonnell, Percy Alport Molteno, Thomas Bancroft Oughton, Percivall Chase Parr, Henry Goodwin Rooth, Arthur Barnsley Shaw, Smithett Shipdem Sheridan, Herbert Stephenson Smith, Robert Barton Stewart, Arthur Chilton Thomas, Harry Redmond Thomson, James Falon Thornthwaite, Harry Joseph Turrell, George Frederick Underhill, Lowji Merwanji Wadia, Frank Ernest Ward, and Gerald Francis Yeo, of the Inner Temple; Stanley Harding Alleyne, Edmund Percy Calvert, William Lace Clague, Nogendra Nath De, William Hammon Devenish, Frank Lambert Dobson, Edward Jenks, Leon Leclezio, Horace Edward Miller, Frederick Smith, Henry Joseph Toulmin, and William Wallace, of the Middle Temple; Henry Chartres Biron, Charles Frederick Deakin, Henry Arthur Colmore Dunn, Richard Fisher, Robert Frost, Frederick Alexander Hahn, John Francis Llewellyn Hardy, Joseph Mosenthal, William Fletcher Moore Patten, Charles Edward Sismey, Henry Sims Smith, John Ormerod Scarlett Thursby, Robert Charles Irwine Whitty, and Edward Herbert Widnell, of Lincoln's-inn; and Thomas Duncombe Mann, Horace Bertram Nelson, and John Edward Redmond, of Gray's-inn, Esqrs.

LEGAL APPOINTMENTS.

Mr. William Barber, Q.C., has been elected a Bencher of Lincoln's-inn.

Mr. Frank Herbert Tanner, solicitor, of Wimborne, has been appointed a Perpetual Commissioner for Dorsetshire for taking the Acknowledgments of Deeds by Married Women.

Mr. Arthur William Alexander, solicitor (of the firm of Craven, Rankin, & Alexander), of Halifax, has been appointed Registrar of the Halifax County Court (Circuit No. 12), and one of the District Registrars under the Jvdicature Acts, to act jointly with his partner, Mr. Michael Henry Rankin. Mr. Alexander was admitted a solicitor in 1866. His senior partner, Mr. William Craven, is clerk to the magistrates and the Commissioners of Taxes at Halifax.

Mr. Edward Newcome Elborne, solicitor, of Nottingham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. George Pitt Lewis, barrister, has been appointed Recorder of the Borough of Poole, in succession to Mr. Henry Mason Bompas, Q.C., who has been appointed recorder of Plymouth and Devonport. Mr. Lewis was called to the bar at the Middle Temple in Trinity Term, 1870, having, in the previous November, obtained an open studentship. He practises on the Western Circuit and at the Devonshire, Exeter, Plymouth, and Devonport Sessions, and he is the author of a work on County Court Practice.

Mr. W. S. Trollope, solicitor, of 15½, Parliament-street, Westminster, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Benjamin Walker Kemp, solicitor, of Wakefield, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. George Morison Macpherson, barrister, has been appointed to officiate as Judicial Commissioner of Scinde. Mr. Macpherson was called to the bar at Lincoln's-inn in Trinity Term, 1873.

Mr. Arthur Lewis, barrister, has been appointed Registrar of the Diocese of Llandaff, in succession to the late Mr. William Charles Luard. Mr. Lewis is the son of the Right Rev. Richard Lewis, D.D., Bishop of Llandaff. He was educated at Eton and at University College, Oxford. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1873, and he practises on the South Wales and Chester Circuit, and at the Glamorganshire, Carmarthenshire, and Pembrokeshire Sessions. He is official of the Archdeaconry of St. Davids.

Mr. Francis Thomas Steavenson, solicitor, of Darlington, has been appointed a Magistrate for that borough. Mr. Steavenson was admitted a solicitor in 1861. He is solicitor to the Darlington School Board.

Mr. Richard Tucker, solicitor, of Bridport, has been elected Clerk to the Bridport Highway Board. Mr. Tucker was admitted a solicitor in 1878.

DISSOLUTION OF PARTNERSHIP.

John Thompson and George Edward Moore Taylor (Thompson & Taylor), solicitors, 7, Pierpoint-street, Worcester. Dec. 31. The said George Edward Moore Taylor retires, and the business will be carried on by the said John Thompson on his separate account. [*Gazette*, Jan. 16.]

LEGAL NEWS.

At the Maidstone Assizes, on Friday, Mr. Justice Manisty observed that the uncertainty as to when civil business would be taken, which was the necessary result of the system of sending only one judge to each town, was the means of inflicting the greatest inconvenience upon judges, barristers, solicitors, and suitors. He did not know whether the system could be preserved in its entirety, but he had no hesitation in saying that it was productive of great inconvenience.

Mr. Thomas Brett, in an article in the *Pall Mall Gazette* on Reform in the Chancery Division, says:—"There is no doubt that a considerable saving of judicial time might be effected by a better arrangement of business—as, for instance, by assigning all business of particular classes to certain judges—and I ventured to suggest in my former article that it would probably be an improvement if one at least of the judges should devote his time exclusively to chamber business. The great change, however, which is needed was pointed out more than ten years ago by one of the most eminent members of the present committee—namely, that the mere administrative business with which the chief clerks can properly deal ought to be separated as much as possible from that which requires the exercise of judicial discretion, and that a sufficient staff of judges should be provided to deal with the latter class of business in a speedy and effectual manner. The absurdity of the present system, under which the chief clerks are permitted to fill positions for which the Legislature never intended them, and for which their previous training has in no way qualified them, is indeed so glaring that its reform is 'a matter not of party nor of expediency, but simply of knowledge.' The only fear is lest in any way the strength of the case for reform should not be brought out as fully as it deserves."

In a winding-up appeal on Tuesday the Master of the Rolls said that the case was a very good illustration of what he feared to be, to a very large extent, the state of the chancery appeals. There was an appearance of a state of heavy arrears, but he was convinced that they were, to a great extent, downright rubbish. Here was an instance of it. This was an appeal against the refusal of a particular petition for a winding-up order, although not long afterwards another petition for the winding up of the company was granted, so that it was clear that the first petition was refused merely upon grounds peculiar to the particular petitioner, and not on any ground which rendered an appeal of any use or advantage whatever, as the company was being wound up on another petition. Yet the appeal was persisted in, and that without any authentic statement of the grounds and reasons on which the Vice-Chancellor's decision had rested. He, for one, would never be party to overruling the judgment of a learned judge without knowing what were the grounds and reasons of his judgment, and in this case he did not know what they were, and it was manifest that there were some on which the judgment would be right, and the appeal, moreover, was perfectly useless.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Chillington Iron Company, Limited.—Petition for winding up, presented Jan 14, directed to be heard before Kay, J., on Friday, Jan 30. Pilcher, Pall Mall, solicitor for the petitioner

River Thames Vehicle, Goods, and Passenger Navigation Company, Limited.—Pearson, J., has, by an order dated Dec 23, appointed Herbert James Pratt, 10, Old Jewry chmbrs, to be official liquidator

South Hants Clothing and Shirt Manufacturing Company, Limited.—Petition for winding up, presented Jan 16, directed to be heard before Pearson, J., on Saturday, Jan 24. Kent, Cheapside, solicitor for the petitioner [*Gazette*, Jan. 16.]

Brixton Cycle Company, Limited.—Petition for winding up, presented Jan 19, directed to be heard before Pearson, J., on Saturday, Jan 31. Morris, Mitre ct, Temple, solicitor for the petitioners

Iceland Sulphur and Copper Company, Limited.—Petition for winding up, presented Jan 16, directed to be heard before Bacon, V.C., on Jan 31 at 11.30. Gasquet and Metcalfe, Idol lane, solicitors for the petitioner

London Celluloid Company, Limited.—By an order made by Bacon, V.C., dated Dec 20, it was ordered that the company be wound up. Lindo and Co, Coleman st, solicitors for the petitioner

River Thames Vehicle, Goods, and Passenger Navigation Company, Limited.—Creditors are required, on or before Feb 28, to send their names and

addresses, and the particulars of their debts or claims, to Herbert James Pratt, 10, Old Jewry chbrs. Tuesday, Mar 17, at 12, is appointed for hearing and adjudicating upon the debts and claims

SANDIACRE WAGGON COMPANY, LIMITED.—Petition for winding up, presented Jan 19, directed to be heard before Pearson, J., on Jan 31. Torr and Co, Bedford row, agents for Wells and Hind, Nottingham, solicitors for the petitioners

UPLEES BRICKFIELDS COMPANY, LIMITED.—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Horace Woodburn Kirby, 4, Coleman st. Tuesday, Mar 3, at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Jan. 20.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

LIVERPOOL PROTECTIVE MONETARY ADVANCE COMPANY, LIMITED.—By an order made by the Chancellor, dated Jan 5, it was ordered that the voluntary winding up of the company be continued. Bellringer and Cunliffe, Liverpool, solicitors for the petitioners

[*Gazette*, Jan. 16.]

STANNARIES OF CORNWALL.
LIMITED IN CHANCERY.

OKEL TOR COMPANY, LIMITED.—By an order made by the Vice Warden, dated Jan 12, it was ordered that the company be wound up. Archer, Truro, agent for Davidson and Morriss, Queen Victoria st, solicitors for the petitioner

[*Gazette*, Jan. 20.]

FRIENDLY SOCIETIES DISSOLVED.

UNITED SONS OF THE WHEATSHEAF TRADE AND BENEFIT FRIENDLY SOCIETY, Ship Tavern, Wheeler st, Spitalfields. Jan 13

[*Gazette*, Jan. 16.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Jan. 26	Mr. Carrington	Mr. Clowes	Mr. Pugh	Mr. Ward
Tuesday ... 27	Jackson	Koe	Lavie	Pemberton
Wed..... 28	Lavie	Clowes	Pugh	Ward
Thursday.. 29	Pugh	Koe	Lavie	Pemberton
Friday 30	Merivale	Clowes	Pugh	Ward
Saturday .. 31	King	Koe	Lavie	Pemberton

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Jan. 26	Mr. Jackson	Mr. King	Mr. Farrer
Tuesday 27	Carrington	Merivale	Teesdale
Wednesday 28	Jackson	King	Farrer
Thursday 29	Carrington	Merivale	Teesdale
Friday 30	Jackson	King	Farrer
Saturday 31	Carrington	Merivale	Teesdale

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

ROBINSON—STIRKE.—Jan. 15, at Finghall, Yorkshire, Charles Edmund Robinson, barrister-at-law, to Jane Anna, daughter of Robert Stirke, of Grazing Nook, Bedale, Yorkshire.

DEATHS.

ASTON.—Jan. 17, at 13, Pembroke-gardens, Kensington, James J. Aston, Q.C., of the Middle Temple, aged 62.

WHITE.—Jan. 16, at Drakecliffe, St. Catherine's, Guildford, George White, solicitor, and registrar of the county court of Guildford and Godalming, aged 60.

LONDON GAZETTES

BANKRUPTCIES ANNULLED.
Under the Bankruptcy Act, 1869.

FRIDAY, Jan. 16, 1885.

Short, Edward Hassard, Folkestone, Kent, Gent. Jan 13

TUESDAY, Jan. 20, 1885.

Formby, Myles Lonsdale, Salcomb, Devon, Esq. Jan 15

THE BANKRUPTCY ACT, 1883.
FRIDAY, Jan. 16, 1885.
RECEIVING ORDERS.

Abbott, George L., Liverpool, Estate Agent. Liverpool. Pet Dec 29. Ord Jan 12. Exam Jan 26 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool

Balmforth, Joseph, Middlestown, nr Wakefield, Grocer. Wakefield. Pet Jan 12. Ord Jan 12. Exam Feb 19

Bates, Alfred Septimus, Tanner's End, Edmonton, Carpenter. Edmonton. Pet Jan 12. Ord Jan 12. Exam Feb 3 at 1.

Bornemann, Augustus, Bath, Somersetshire, Upholsterer. Bath. Pet Jan 12. Ord Jan 12. Exam Jan 29 at 12

Brind, William Henry, St Leonards on Sea, Lieutenant Colonel. Hastings. Pet Dec 3. Ord Jan 12. Exam Feb 9

Bullock, Frederick, Derby, Fish Dealer. Derby Pet Jan 12. Ord Jan 12. Exam Jan 17

Carter, Alfred Edwin, St Edmund's terr, Regent's park, Superintendent. High Court. Pet Jan 12. Ord Jan 12. Exam Feb 18 at 11 at 34, Lincoln's inn fields

Checkley, Edward, Clifton hill, St John's Wood, Fancy Stationer. High Court. Pet Dec 13. Ord Jan 13. Exam Feb 18 at 11 at 34, Lincoln's inn fields

Connor, James William, Newport, Monmouthshire, Cloth Merchant. Newport. Pet Jan 14. Ord Jan 14. Exam Jan 29 at 11.30

Davies, John, Wolverhampton, Licensed Victualler. Wolverhampton. Pet Jan 2. Ord Jan 12. Exam Feb 2

Davis, Godfrey, Colville gardens, Bayswater, Diamond Merchant. High Court. Pet Dec 23. Ord Jan 13. Exam Feb 18 at 11 at 34, Lincoln's inn fields

Deane, William Henry, Brighton, Jeweller. Brighton. Pet Jan 13. Ord Jan 14. Exam Feb 5

De Guerrico, Alberto A., Duke st, Portland pl, Consul-General to the Argentine Republic. High Court. Pet Dec 9. Ord Jan 13. Exam Feb 18 at 11 at 34, Lincoln's inn fields

Dutton, Ralph, Liverpool, Confectioner. Liverpool. Pet Jan 14. Ord Jan 14. Exam Jan 26 at 12 at the Courthouse, Government bldngs, Victoria st, Liverpool

Francis, Edwards, Pontnewydd, Monmouthshire, Baker. Newport. Pet Jan 14. Ord Jan 14. Exam Jan 28 at 11

Hull, George, Birmingham, Druggist. Birmingham. Pet Jan 13. Ord Jan 13. Exam Feb 5 at 2

Jones, Rowland, Abererch, Carnarvonshire, Draper. Bangor. Pet Jan 14. Ord Jan 14. Exam Feb 23 at 12.30

Kury, Joseph, Hogarth pl, Earl's Court, Jeweller. High Court. Pet Jan 14. Ord Jan 14. Exam Feb 19 at 11 at 34, Lincoln's inn fields

Laughland, John, Cardiff, Shipbroker. Cardiff. Pet Jan 14. Ord Jan 14. Exam Jan 23 at 2

Leaman, Thomas Lewis, Upton, Torquay, Builder. Exeter. Pet Jan 13. Ord Jan 13. Exam Feb 19 at 11

Lloyd, Mary Jane, Newport, Monmouthshire, Draper. Newport. Pet Jan 12. Ord Jan 12. Exam Jan 26 at 11

Manning, James, Hunstanton St Edmunds, Norfolk, Grocer. King's Lynn. Pet Jan 10. Ord Jan 10. Exam Feb 20 at 10.30 at Court House, King's Lyn

McEvoy, Bernard, Birmingham, Horticultural Builder. Birmingham. Pet Jan 14. Ord Jan 14. Exam Jan 29 at 2

Millner, Edward, Birmingham, Grocer. Birmingham. Pet Jan 13. Ord Jan 13. Exam Jan 29 at 2

Moore, Isaac, Lapley, Staffordshire, Farmer. Wolverhampton. Pet Dec 29. Ord Jan 12. Exam Feb 2

Murphey, Michael Joseph, Lewisham rd, Kent, Tailor. Greenwich. Pet Jan 12. Ord Jan 12. Exam Feb 3 at 1

Owen, Elizabeth Mary, and Sarah Jennings, Hanley, Staffordshire, Milliners. Hanley, Burslem, and Tunstall. Pet Jan 14. Ord Jan 14. Exam Feb 13 at 11 at Townhall, Hanley

Page, Samuel, London rd, Croydon, Butcher. Croydon. Pet Jan 12. Ord Jan 14. Exam Feb 20

Pinkham, Frederick George, Plymouth, Tailor. East Stonehouse. Pet Jan 12. Ord Jan 12. Exam Feb 2 at 11

Ramsden, George, Lancaster, Mat Manufacturer. Preston. Pet Jan 14. Ord Jan 14. Exam Feb 13

Roberts, William Owen, Borth, Cardiganshire, Painter. Aberystwith. Pet Jan 12. Ord Jan 12. Exam Jan 23 at 11

Rogers, T. V., Godliman st, Furrier. High Court. Pet Nov 24. Ord Jan 12. Exam Feb 24 at 11.30 at 34, Lincoln's inn fields

Statham, William, Matlock, Derbyshire, Butcher. Derby. Pet Dec 30. Ord Jan 12. Exam Jan 24

Stevens, William, Long Eaton, Derbyshire, Baker. Derby. Pet Jan 12. Ord Jan 12. Exam Jan 17

Taylor, Samuel, Margate, Boarding house Keeper. Canterbury. Pet Jan 12. Ord Jan 12. Exam Jan 23

Taylor, Thomas, Watling st, Commission Agent. High Court. Pet Jan 12. Ord Jan 12. Exam Feb 24 at 11.30 at 34, Lincoln's inn fields

Thomasson, John Bennett, Cardiff, Bookseller. Cardiff. Pet Jan 14. Ord Jan 14. Exam Jan 23 at 2

White, John, Middlesborough, Publican. Stockton on Tees and Middlesborough. Pet Jan 13. Ord Jan 13. Exam Jan 23

White, Thomas, Swansea, Builder. Swansea. Pet Jan 12. Ord Jan 12. Exam Feb 19

Worth, George Thomas Allen, Lee, Kent, Coach Wheelwright. Greenwich. Pet Jan 14. Ord Jan 14. Exam Feb 10 at 1

FIRST MEETINGS.

Baggallay, John, Thomas Weston Baggallay, and Robert Spence, Love lane, Wood st, Warehousemen. Jan 27 at 12. Cannon st Hotel, Cannon st

Balmforth, Joseph, Middlestown, nr Wakefield, Grocer. Jan 23 at 2. Official Receiver, Southgate chbrs, Southgate, Wakefield

Bates, Alfred Septimus, Tanner's end, Edmonton, Carpenter. Jan 26 at 11. 28 and 29, St Swithin's lane

Blair, Gustavus Frederic, Cheltenham, Colonel Royal Artillery. Jan 23 at 10. County Court, Cheltenham

Bornemann, Augustus, Bath, Upholsterer. Jan 26 at 12.30. Mr. Moore, High Bailiff, County Court, York st, Bath

Brookes, Thomas, Stoneygate, Preston, Innkeeper. Jan 23 at 11. Official Receiver, 14, Chapel st, Preston

Bullock, Frederick, Derby, Fish Dealer. Jan 23 at 3.30. Official Receiver. St James's chbrs, Derby

Cowell, George Whiting, Canterbury, Veterinary Surgeon. Jan 23 at 10. 32, St George's st, Canterbury

Cox, John, Bath, Licensed Victualler. Jan 24 at 12.30. Mr. Moore, High Bailiff, County Court, York st, Bath

Croft, Marmaduke, Bradford, Provision Dealer. Jan 23 at 11. Official Receiver, Ivegate chbrs, Bradford

Davies, John, Wolverhampton, Licensed Victualler. Jan 26 at 11. Official Receiver, Wolverhampton

Fraser, Mary Anne, Bedford. Jan 23 at 10. 8, St Paul's sq, Bedford

Harris, John, Willington, Durham, Grocer. Jan 26 at 2. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne

Harris, Philip, Cardiff, Hotel Keeper. Jan 26 at 3. Official Receiver, 2, Bute crescent, Cardiff

Hull, George, Birmingham, Druggist. Jan 30 at 11. Official Receiver, Birmingham

Brind, William Henry, St Leonards on Sea, Lieut.-Colonel. Jan 24 at 12. 28 and 29, St Swithin's lane

Leaman, Thomas Lewis, Upton, Torquay, Builder. Jan 27 at 11. Official Receiver, 13, Bedford circus, Exeter

Lloyd, Mary Jane, Newport, Monmouthshire, Draper. Jan 26 at 11. Official Receiver, 34, Bridge st, Newport, Mon

McEvoy, Bernard, Birmingham, Horticultural Builder. Jan 26 at 11. Official Receiver, Birmingham

Midgley, James, Halifax. Jan 24 at 11. Official Receiver, Townhall chbrs, Halifax

Millner, Edward, Birmingham, Grocer. Jan 27 at 11. Official Receiver, Birmingham

Moore, Isaac, Lapley, Staffordshire, Farmer. Feb 2 at 11. Official Receiver, Wolverhampton

Pinkham, Frederick George, Plymouth, Tailor. Jan 26 at 11. Official Receiver, Frankfort st, Plymouth

Roberts, William Owen, Borth, Llanfihangel, Geneurglyn, Cardiganshire, Painter. Jan 23 at 12.45 at County Court Office, Aberystwith

Statham, William, Matlock, Derbyshire, Butcher. Jan 23 at 12.30. Official Receiver, St James's chbrs, Derby

Stevens, William, Long Eaton, Derbyshire, Baker. Jan 23 at 2.30. Official Receiver, St James's chbrs, Derby

Taverner, Mary Ann, Birmingham, General Dealer. Jan 29 at 11. Official Receiver, Colmore row, Birmingham

Thresh, William Ellis, Blackpool, Plumber. Jan 26 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester

White, Thomas, Swansea, Builder. Jan 26 at 11. Official Receiver, 6, Rutland st, Swansea

ADJUDICATIONS.

Armstrong, John Wadhurst, Sussex, Farmer. Tonbridge Wells. Pet Dec 11. Ord Jan 14
Bailey, W, Ravenshaw terr, Walham green, Builder. High Court. Pet Nov 18. Ord Jan 13
Bates, Alfred Septimus, Tanner's End, Edmonton, Carpenter. Edmonton. Pet Jan 12. Ord Jan 12
Blunt, George, Loughborough, Leicestershire, Licensed Victualler. Leicester. Pet Dec 20. Ord Jan 14
Boulton, John, Alcester, Warwickshire, Licensed Victualler. Warwick. Pet Dec 22. Ord Jan 14
Brookes, Thomas, Stonegate, Preston, Lancashire, Innkeeper. Preston. Pet Jan 10. Ord Jan 13
Brown, Richard Widdison, Nottingham, Water Carrier. Nottingham. Pet Dec 17. Ord Jan 13
Burrows, Joseph, Chesterfield, Derbyshire, out of business. Chesterfield. Pet Dec 22. Ord Jan 14
Careless, Clara, Wolverhampton, Undertaker. Wolverhampton. Pet Jan 5. Ord Jan 12
Cranch, A R, Mervan rd, Brixton, Builder. High Court. Pet Nov 7. Ord Jan 12
Currie, Philip, Salford, Lancashire, Provision Merchant. Salford. Pet Dec 10. Ord Jan 12
Davies, John, Wolverhampton, Licensed Victualler. Wolverhampton. Pet Jan 2. Ord Jan 13
Eagles, Henry, Southend, Essex, General Factor. Birmingham. Pet Dec 29. Ord Jan 14
Henman, Edward Thomas, and Edward Thomas Henman, jun, Shoreditch, Stationers. High Court. Pet Dec 4. Ord Jan 12
Johnson, William Lee, Birmingham, Tobacconist. Birmingham. Pet Dec 29. Ord Jan 14
Kury, Joseph, Hogarth's pl, Earls ct, Jeweller. High Court. Pet Jan 14. Ord Jan 14
Leaman, Thomas Lewis, Upton, Torquay, Builder. Exeter. Pet Jan 13. Ord Jan 13
Lewin, Thomas Henry, Nottingham, Joiner. Nottingham. Pet Dec 19. Ord Jan 10
Lowes, John, Newcastle on Tyne, Shoemaker. Newcastle on Tyne. Pet Dec 31. Pet Jan 14
Middleton, William, Waterloo, Blyth, Northumberland, Builder. Newcastle on Tyne. Pet Jan 8. Ord Jan 12
Millner, Edward, Birmingham, Grocer. Birmingham. Pet Jan 13. Ord Jan 13
Nadin, Isaac, Tupton, Derbyshire, Innkeeper. Chesterfield. Pet Oct 1. Ord Jan 12
Rimmer, Charles Percy, Lee, Kent, Gent. Greenwich. Pet Oct 13. Ord Jan 4
Roberts, W., jun., Anfield, Liverpool, out of business. Liverpool. Pet Oct 31. Ord Jan 14
Roberts, William Owen, Borth, Llanfihangel Geneurglyn, Cardiganshire, Painter. Aberystwith. Pet Jan 12. Ord Jan 12
Rose, Jacob, Byfleet, Surrey, Market Gardner. Kingston, Surrey. Pet Dec 22. Ord Jan 13
Searle, Francis John, Sheffield, Hatter. Sheffield. Pet Dec 22. Ord Jan 12
Shaw, Scaife, Leeds, Wholesale Chair Manufacturer. Leeds. Pet Jan 7. Ord Jan 10
Skingle, Jabez, Cardiff, Photographer. Bristol. Pet Dec 29. Ord Jan 13
Smith, Nicholas, Higher Brixham, Devonshire, Master Mariner. East Stonehouse. Pet Dec 29. Ord Jan 12
Soper, William, Reading, Gunmaker. Reading. Pet Dec 5. Ord Jan 13
Stevens, William, Long Eaton, Derbyshire, Baker. Derby. Pet Jan 12. Ord Jan 12
Thornton, John, Blackburn, Lancashire, Shopkeeper. Blackburn. Pet Nov 28. Ord Jan 14
Tidcombe, George, jun, Watford, Hertfordshire, Millwright St Albans. Pet Dec 20. Ord Jan 12
Wheeldon, Henry, Derby, Cabinet Maker. Derby. Pet Dec 30. Ord Jan 13
Whitaker, John, Burnley, Lancashire, Confectioner. Burnley. Pet Dec 23. Ord Jan 14
White, John, Middlesborough, Publican. Stockton on Tees and Middlesborough. Pet Jan 13. Ord Jan 13
Whitley, Juliet, Carlton rd, Kilburn, Widow. High Court. Pet Sept 22. Ord Jan 13
Whittaker, John Milton, Burnley, Lancashire, General Draper. Burnley. Pet Dec 22. Ord Jan 14
Williams, Evan, Amlwch, Anglesey, Clogger. Bangor. Pet Dec 8. Ord Jan 10

TUESDAY, Jan. 20, 1885.

RECEIVING ORDERS.

Barwick, Joseph, Sudbury, Suffolk, Innkeeper. Colchester. Pet Jan 17. Ord Jan 17. Exam Feb 6 at 3 at Townhall, Colchester
Blench, Thomas Wilkinson, Stockton on Tees, Hotel Keeper. Stockton on Tees and Middlesborough. Pet Jan 15. Ord Jan 15. Exam Jan 23
Bonney, Edward James, Gorleston, Suffolk, Fishing Boat Owner. Great Yarmouth. Pet Jan 17. Ord Jan 17. Exam Feb 9 at 2.30 at Townhall, Great Yarmouth
Browne, Henry Hodsell, Tonbridge, Kent, Wheelwright. Tonbridge Wells. Pet Jan 16. Ord Jan 16. Exam Feb 10 at 2.30
Challand, John Henry, Bingham, Nottinghamshire, Auctioneer. Nottingham. Pet Jan 17. Ord Jan 17. Exam Feb 17
Corner, Thomas, East Acklam, Yorkshire, Grocer. Scarborough. Pet Jan 15. Ord 15. Exam Feb 10 at 12
Cotton, Cecil Clyde, Great Queen st, Westminster. High Court. Pet Dec 8. Ord Jan 13. Exam Feb 18 at 11 at 34, Lincoln's inn fields
Cradock, Thomas, Hopewell Hall Farm, Derbyshire, Late Farmer, now Steward. Derby. Pet Jan 14. Ord Jan 14. Exam Feb 14 at 10
Diggins, George, Roman rd, Bow, Brush Manufacturer. High Court. Pet Jan 17. Ord Jan 17. Exam Feb 27 at 11 at 34, Lincoln's inn field
Edwards, Louisa Adelaide, and Fox, Jane Ann, St Leonards on Sea, Schoolmistresses. Hastings. Pet Jan 14. Ord Jan 15. Exam Feb 9
Feather, John, Hartshead Moor, Cleckheaton, Yorkshire, Innkeeper. Bradford. Pet Jan 14. Ord Jan 14. Exam Feb 6 at 12
Greaves, F. S., Union st, Borough, Licensed Victualler. High Court. Pet Jan 3. Ord Jan 17. Exam Feb 27 at 11 at 34, Lincoln's inn fields
Harford, Andrew Thomas, Lowther Arcade, Strand, Dealer in Fancy Goods. High Court. Pet Jan 15. Ord Jan 15. Exam Feb 20 at 11 at 34, Lincoln's inn fields
Hay, William, and Pridham, W. H., Leadenhall st, Ship Brokers. High Court. Pet Dec 1. Ord Jan 14. Exam Feb 27 at 11 at 34, Lincoln's inn fields
Hiscoe, Arthur, Harrogate, Architect. York. Pet Jan 15. Ord Jan 15. Exam Jan 30 at 12
Hoare, Henry James, Castle st, Battersea, Journeyman Smith. High Court. Pet Jan 5. Ord Jan 17. Exam Feb 27 at 11 at 34, Lincoln's inn fields
Hunt, Henry, Stroud, Gloucestershire, Late Manager of the Stroud Gas Light and Coke Company. Gloucester. Pet Jan 6. Ord Jan 17. Exam Feb 24
Istance, Alfred, Llanboidy, Carmarthenshire, Draper. Pembroke Dock. Pet Jan 12. Ord Jan 15. Exam Jan 21 at 2.30 at Temperance Hall, Pembroke Dock
Lewis, Thomas, Hereford, Builder. Hereford. Pet Jan 13. Ord Jan 13. Exam Feb 13
MacKean, Alexander, Cannon st, Machinery Merchant. High Court. Pet Dec 17. Ord Jan 16. Exam Feb 19 at 11 at 34, Lincoln's inn
Millward, John, Liverpool, Waste Paper Merchant. Liverpool. Pet Dec 21. Ord Jan 16. Exam Jan 29 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool
Nicholson, Francis Fitt, Dewsbury, Yorkshire, Commission Agent. Dewsbury. Pet Jan 15. Ord Jan 15. Exam Jan 27
Norman, William, Lowestoft, Fishing Boat Owner. Gt Yarmouth. Pet Jan 17. Ord Jan 17. Exam Feb 9 at 2.30 at Townhall, Gt Yarmouth
Nowlan, Henry, Bidford, Warwickshire, Painter. Warwick. Pet Jan 14. Ord Jan 14. Exam Feb 10
Peacock, John, Berwick st, Oxford st, Boot Dealer. High Court. Pet Jan 15. Ord Jan 15. Exam Feb 19 at 11 at 34, Lincoln's inn fields
Pink, George Edward, Weedington rd, Kentish Town, Grocer. High Court. Pet Jan 15. Ord Jan 15. Exam Feb 19 at 11 at 34, Lincoln's inn fields
Redgrave, Elijah, jun, Folkestone, Licensed Victualler. Canterbury. Pet Dec 22. Ord Jan 16. Exam Jan 30
Ribbands, Henry Stephen, Myrtle st, Hoxton, Timber Dealer. High Court. Pet Jan 17. Ord Jan 17. Exam Feb 26 at 11 at 34, Lincoln's inn fields
Rooke, A W, St Alban's pl, St James'. High Court. Pet Dec 12. Ord Jan 15. Exam Mar 3 at 11 at 34, Lincoln's inn fields
Smith, Henry Daniel, Church rd, Acton, Greengrocer. Brentford. Pet Jan 8. Ord Jan 8. Exam Feb 13 at 12
Stam, Louis, Liverpool, Glazier. Liverpool. Pet Jan 16. Ord Jan 16. Exam Jan 29 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool
Stansfield, William Henry, Ripponden, nr Halifax, Printer. Halifax. Pet Jan 17. Ord Jan 17. Exam Feb 12
Stone, Edward, Crosby Hall chbrs, Bishopsgate, Builder. High Court. Pet Dec 4. Ord Jan 15. Exam Mar 3 at 11 at 34, Lincoln's inn fields
Whatmough, James Riley, Leeds, out of business. Leeds. Pet Jan 17. Ord Jan 17. Exam Feb 3 at 11
Wilkinson, John William, Southport, Licensed Victualler. Liverpool. Pet Jan 16. Ord Jan 16. Exam Feb 29 at 11 at Court house, Government bldgs, Victoria st, Liverpool

FIRST MEETINGS.

Atkins, Francis James, Stratford Market, Corn Merchant. Jan 29 at 2. 33, Carey st, Lincoln's inn
Bathew, William, Uttoxeter, Staffordshire, Cattle Dealer. Jan 28 at 2. White Hart, Uttoxeter
Carter, Alfred Edwin, St Edmund's terr, Regent's pk, Superintendent. Feb 2 at 3. 33, Carey st, Lincoln's inn
Corner, Thomas, East Acklam, Yorkshire, Grocer. Jan 29 at 11.30. Official Receiver, 74, Newborough st, Scarborough
Cubitt, B., New Oxford st, Clothier. Jan 29 at 12. 33, Carey st, Lincoln's inn
Deane, William Henry, Brighton, Jeweller. Jan 27 at 12. Cannon st Hotel
De Wolf and Co, John S., Liverpool, Merchants. Feb 12 at 3. Official Receiver, 35, Victoria st, Liverpool
Edwards, Louisa Adelaide, and Jane Ann Fox (Edwards and Fox), St Leonards on Sea, Schoolmistresses. Jan 28 at 1. Official Receiver, Townhall chbrs, Hastings
Feather, John, Hartshead Moor, Cleckheaton, Yorkshire, Innkeeper. Jan 27 at 11. Official Receiver, Ivegate chbrs, Bradford
Hedley, John Hobson, Grange rd, Sutton, Shipbroker. Jan 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Hiscoe, Arthur, Starbeck, Yorkshire, Architect. Jan 28 at 12. Official Receiver, York
Hislop, Edward, and Thomas Watson Mackwood, East India rd, Poplar, Merchants. Jan 30 at 11. 33, Carey st, Lincoln's inn
Jones, Rowland, Four Crosses, Carnarvonshire, Draper. Jan 27 at 11. Royal Hotel, Carnarvon
Lewis, Thomas, Hereford, Builder. Jan 27 at 12.30. Official Receiver, 2, Offa st, Hereford
Manning, James, Hunstanton St Edmunds, Norfolk, Grocer. Jan 27 at 10.30. W. B. Whall, Market sq, King's Lynn
Marriott, John Rippin, Thrapston, Northamptonshire, Coal Merchant. Feb 4 at 12. County Court bldgs, Northampton
Mercer, Francis George, Daventry, Northamptonshire, Assistant Engineer. Feb 4 at 12.30. County Court bldgs, Northampton
Mitchell, Edward, Bow churchyard, Tailor. Jan 30 at 2. 33, Carey st, Lincoln's inn
Mitchiner, James Henry, and William Charles Lynne, Mark lane, Corn Merchants. Feb 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Morris, Louis, Theobald's rd, Cigar Dealer. Feb 2 at 2. 33, Carey st, Lincoln's inn
Murphy, Michael Joseph, Lewisham rd, Tailor. Feb 3 at 11. Official Receiver, 109, Victoria st, Westminster
Nicholson, Francis Fitt, Dewsbury, Yorkshire, Commission Agent. Jan 29 at 3. Official Receiver, Bank chbrs, Batley
Nowlan, Henry, Bidford, nr Alcester, Warwickshire, Plumber. Jan 29 at 3.30. Crown Hotel, Evesham
Owen, Mary Elizabeth, and Sarah Jennings, Hanley, Staffordshire, Milliners. Jan 28 at 2. Official Receiver, Nelson pl, Newcastle under Lyme
Pickersgill, Richard, and Henry Pickersgill, Walham grove, Walham green, and West st, Soho, Builders. Jan 30 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Ramsden, George, Lancaster, Mat Manufacturer. Jan 28 at 1.30. Law Society's Sale Rooms, Castle Hill House, Lancaster
Redgrave, Elijah, jun, Folkestone, Licensed Victualler. Jan 29 at 3. 73, Sandgate rd, Folkestone
Rider, George, Cambridge rd, Bethnal green, Cabinetmaker. Feb 2 at 11. 33, Carey st, Lincoln's inn
Sheppard, Henry Francis, Kentish Town rd, St Pancras, Builder. Jan 30 at 12. 33, Carey st, Lincoln's inn
Smith, Henry Daniel, Church rd, Acton, Greengrocer. Jan 27 at 11. 28 and 29, St Swithin's lane
Stansfield, William Henry, Ripponden, nr Halifax, Printer. Jan 30 at 11. Official Receiver, Townhall chbrs, Halifax
Stiles, Bradford, Ollerton, Nottinghamshire, Surgeon. Jan 28 at 1. Official Receiver, Figtree lane, Sheffield
Taylor, Samuel, Margate, Boarding house Keeper. Jan 30 at 10. 32, St George's st, Canterbury
Walker, W, West st, Bethnal Green, Slide Box Maker. Feb 3 at 11. 33, Carey st, Lincoln's inn
Watkinson, Asa, Harder's rd, Peckham. Jan 30 at 1. 33, Carey st, Lincoln's inn
Whiteman, Spencer, Hastings, Bookseller. Jan 27 at 2.30. 145, Cheapside
Wilkinson, John William, Southport, Licensed Victualler. Jan 29 at 3. Official Receiver, 35, Victoria st, Liverpool
Worth, George Thomas Allen, Lee, Kent, Wheelwright. Jan 28 at 11. Official Receiver, 109, Victoria st, Westminster

ADJUDICATIONS.

Atherton, Webster, Liverpool, Accountant. Liverpool. Pet Dec 6. Ord Jan 16
Balmforth, Joseph, Middlestown, nr Wakefield, Grocer. Wakefield. Pet Jan 12 Ord Jan 15
Boughton, John King, Aylesbury, Buckingham, Coal Merchant. Aylesbury. Pet Dec 20. Ord Jan 17
Breslauer, Adolphus, Liverpool, Merchant. Liverpool. Pet Dec 22. Ord Jan 16
Brown, Charles Fleming, Lakeside, Lancashire, Hotel Proprietor. Ulverston and Barrow in Furness. Pet Dec 22. Ord Jan 17
Browne, Henry Ernest, Hayward's Heath, Sussex, Nurseryman. Brighton Pet Dec 12. Ord Jan 15

Cator, Robert, Laycock, nr Chippenham, Wiltshire, Brewer. Bath. Pet Dec 31. Ord Jan 17
Clarkson, George Richard, Carnarvon, Brewer. Burton on Trent. Pet Dec 17. Ord Jan 16
Coombe, Robert Westron, and Francis Wood Coombe, Huxham, Devonshire, Paper Manufacturers. Exeter. Pet Jan 1. Ord Jan 15
Edwards, Louisa Adelaide, and Jane Ann Fox, St Leonards on Sea, Schoolmistresses. Hastings. Pet Jan 14. Ord Jan 16
Emery, Arthur Wombwell, Brighton, Farmer. Brighton. Pet Dec 10. Ord Jan 17
Evans, Robert, Braunton, Devonshire, Farmer. Barnstaple. Pet July 4. Ord July 9
Evans, Thomas, Liverpool, Printer. Liverpool. Pet Dec 31. Ord Jan 16
Higgins, Peter, Manchester, Estate Agent. Manchester. Pet Oct 15. Ord Jan 17
Hoare, Henry James, Castle st, Battersea, Journeyman Smith. High Court. Pet Jan 5. Ord Jan 17
Hodgson, Robert Robson, Scackleton, Yorkshire, out of business. York. Pet Dec 31. Ord Jan 15
Holden, John Rose, Ethelden rd, Shepherd's Bush. High Court. Pet Oct 15. Ord Jan 14
Houghton, George William, Liverpool, Tailor. Liverpool. Pet Jan 1. Ord Jan 17
Keysell, Richard. Brighton, Gent. Brighton. Pet Sept 4. Ord Jan 15
Lukyn, Thomas Henry, Praed st, Paddington, Dentist. High Court. Pet April 5. Ord Jan 15
Middleton, John, Westbromwich, Staffordshire, Licensed Victualler. Oldbury. Pet Dec 31. Ord Jan 16
Nicholson, Francis Fitt, Dewsbury, Yorkshire, Commission Agent. Dewsbury. Pet Jan 15. Ord Jan 16
Parker, John Thomas, Lichfield, Staffordshire, Schoolmaster. Walsall. Pet Dec 23. Ord Jan 16
Pratt, Benjamin, Coventry, Warwickshire, Bootmaker. Coventry. Pet Dec 22. Ord Jan 15
Richardson, George, Chapel Hill, nr Coningsby, Lincolnshire, of no occupation. York. Pet Jan 2. Ord Jan 15
Smith, Henry Daniel, Church rd, Acton, Greengrocer. Brentford. Pet Jan 8. Ord Jan 8
Stevens, Charles Seymour, Sherborne lane, Provision Merchant. High Court. Pet May 20. Ord July 24
Street, Samuel Percy, Melcombe Regis, Solicitor. Dorchester. Pet Dec 30. Ord Jan 17
Vile, William Hepper, and James Henry Heybyrne, Newport, Monmouthshire, Aerated Water Manufacturers. Newport (Mon.). Pet Jan 2. Ord Jan 16
Whatmough, James Riley, Leeds, out of business. Leeds. Pet Jan 17. Ord Jan 17
Whichelo, Harcourt, Brockley, Kent, Traveller. Greenwich. Pet Dec 18. Ord Jan 15
Whittington, Joseph C., Manchester, Jeweller. Manchester. Pet Dec 12. Ord Jan 17

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CONTENTS.

CURRENT TOPICS 197
TRUSTEES AND DEPRECIATORY CONDITIONS OF SALE 198
TRUSTEES' COSTS 199
THE ORGANIZATION OF A SOLICITOR'S OFFICE 200
COUNSELS' CLERKS' FEES 201
REVIEWS 201
CORRESPONDENCE 202
OBITUARY 203
CASES OF THE WEEK:—
COURT OF APPEAL:—
In re The Ooregum Gold Mining Company 204
In re The Alliance Society 204
In re The Middlesborough Building Society 204
In re Weld 204
In re Siddall 204
Dunn v. Flood 204
Yates v. The Queen 205
HIGH COURT OF JUSTICE:—
Nicholson v. Kirk 205
In re The Middlesborough Firebrick Company 205
In re Pattinson, deceased, Graham v. Pattinson 205
Davis v. Committi 206
BANKRUPTCY CASES:—
Ex parte Sibett 206
CASES AFFECTING SOLICITORS:—
In re Mark Henry Whitehead .. 206
Furness v. Davis 206
Ferns v. Carr 207
Ex parte Singleton, Re Singleton and Tattershall 207
CENTRAL CRIMINAL COURT:—
Reg. v. Long and others 207
SOCIETIES 207
LAW STUDENTS' JOURNAL 208
LEGAL APPOINTMENTS 209
LEGAL NEWS 209
COMPANIES 209
COURT PAPERS 210
LONDON GAZETTES, &c., &c. 210

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